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**MERGER OR SHARE EXCHANGE
REGALOCARD, INC.**

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ARTICLES OF MERGER
BETWEENREGALOCARD, LLC **L08-77875**
(A FLORIDA LIMITED LIABILITY COMPANY)

AND

REGALOCARD, INC.
(A DELAWARE CORPORATION)Pursuant to Sections 608.438 through 608.4383 of the
Florida Limited Liability Company Act

REGALOCARD, INC., a corporation duly organized and existing under the laws of the State of Delaware ("*Surviving Corporation*") and REGALOCARD, LLC, a limited liability company duly organized and existing under the laws of the State of Florida ("*Merging Company*"), do hereby certify that:

FIRST: Surviving Corporation and Merging Company agree to merge and are parties to a Plan and Agreement of Merger, dated as of June 22, 2011 (the "*Merger Agreement*"), pursuant to which Merging Company will merge with and into Surviving Corporation (the "*Merger*"), with Surviving Corporation remaining as the successor or surviving entity. A copy of the Merger Agreement is attached to these articles as EXHIBIT A and is made a part of these articles. All conditions precedent to the Merger have been satisfied.

SECOND: The Surviving Corporation was incorporated in the State of Delaware. The principal office of the Surviving Corporation is 750 Park of Commerce Boulevard, Suite 300, Boca Raton, Florida 33487-3612.

THIRD: The Merger Agreement was adopted by the Merging Company in accordance with Florida Limited Liability Company Act, Section 608.4381.

FOURTH: The Merger is permitted by the Delaware General Corporation Law (the "*DGCL*"). The Surviving Company has complied with the requirements of DGCL Title 8, Section 265.

FIFTH: The terms and conditions of the Merger under the Merger Agreement were advised, authorized, and approved by each party to these Articles of Merger in the manner and by the vote required under its respective constituent documents, the Florida Limited Liability Company Act, and the Delaware General Corporation Law. The Board of Directors of the Surviving Corporation approved the Merger Agreement and the Merger by unanimous written consent dated June 22, 2011. The sole stockholder of the Surviving Corporation approved the Merger Agreement and the Merger by written consent dated June 22, 2011.

SIXTH: The effective date of the merger is June 22, 2011.

SEVENTH: The Surviving Corporation is deemed to have appointed the Secretary of State of the State of Delaware as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting members of the Merging Company.

EIGHTH: The Surviving Corporation has agreed to promptly pay the dissenting members of the Merging Company the amount, if any, to which they are entitled in accordance with Florida Limited Liability Company Act, Section 608.4384.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Surviving Corporation and Merging Company have caused these Articles of Merger to be signed as of June 22, 2011.

REGALOCARD, INC., a Delaware corporation

By: 

Greg Keough
President & CEO

REGALOCARD, LLC, a Florida limited liability company

By: 

Greg Keough
President & CEO

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("*Agreement*"), dated as of June 22, 2011, by and between REGALOCARD, LLC, a Florida limited liability company (the "*Company*"), and REGALOCARD, INC., a Delaware corporation ("*Surviving Entity*").

RECITALS

A. The Board of Directors of Surviving Entity (the "*Board*") and the Managing Member of the Company (the "*Manager*") deem it advisable and in the best interests of each entity and their respective members or stockholders, as the case may be, that Surviving Entity and the Company combine; and

B. The combination of Surviving Entity and the Company will be effected by the terms of this Agreement through a transaction in which the Company will merge with and into Surviving Entity, with Surviving Entity as the surviving entity and with the separate corporate existence of the Company ceasing (the "*Merger*").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, the parties agree as follows:

ARTICLE 1

THE MERGER

1.1 **Effective Time of the Merger.** Subject to the provisions of this Agreement, a certificate of merger (the "*Certificate of Merger*") in such form as is required by the relevant provisions of the Delaware General Corporation Law ("*DGCL*") will be duly prepared, executed and delivered to the Secretary of State of the State of Delaware, for filing, as provided in the DGCL, on or as soon as practicable after the Closing Date, as defined below. The Merger will become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware or at such time thereafter as is provided in the Certificate of Merger (the "*Effective Time*"). In advance of filing the Certificate of Merger with the Secretary of State of the State of Delaware, Articles of Merger will have been filed with the Florida Department of State [and may have been filed with the recording officer of each county of Florida in which the Company owned real property].

1.2 Effects of the Merger.

(a) At the Effective Time the separate existence of the Company will cease and Company will be merged with and into Surviving Entity.

(b) At and after the Effective Time, Surviving Entity will possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Company; and all and singular rights,

privileges, powers and franchises of the Company, and all property, real, personal and mixed (whether tangible or intangible), and all debts due to the Company on whatever account, as well as all other things in action or belonging to the Company, will be vested in Surviving Entity, and all property, rights, privileges, powers and franchises, and all and every other interest will be thereafter the property of Surviving Entity as they were of the Company, and the title to any real estate vested by deed or otherwise, in the Company, will not revert or be in any way impaired; but all rights of creditors and all liens upon any property of the Company will be preserved unimpaired, and all debts, liabilities and duties of the Company will thereafter attach to Surviving Entity, and may be enforced against it to the same extent as if such debts and liabilities had been incurred by it.

1.3 Conversion of Company Membership Interests. At the Effective Time, all membership interests of the Company issued and outstanding immediately prior to the Effective Time will, by virtue of this Merger Agreement and without any action on the part of any holders thereof, be converted into and exchanged for the number of duly authorized, validly-issued, fully-paid and non-assessable shares of Common Stock as set forth in EXHIBIT A attached to this Agreement.

1.4 Conversion of Company Profits Interests. At the Effective Time, all options to acquired units outstanding immediately prior to the Effective Time will, by virtue of this Merger Agreement and without any action on the part of any holders thereof, be converted into and exchanged for an option to purchase the number of shares of Common Stock as set forth in EXHIBIT B attached to this Agreement, at an exercise price equal to the original exercise price of the Option and otherwise on the terms and conditions of the Surviving Entity's 2011 Equity Incentive Plan.

1.5 Receipt of Certificates. At or after the Effective Time, each holder of membership interests of the Company will receive from Surviving Entity a certificate representing the number of shares of Common Stock of Surviving Entity that such holder has the right to receive pursuant to Section 1.3.

1.6 Company Membership Interests Cancelled. At the Effective Time, holders of membership interests of the Company outstanding immediately prior to the Effective Time will cease to have any rights as members of the Company.

1.7 Surviving Entity Common Stock. At the Effective Time, the one hundred (100) shares of Surviving Entity's Common Stock held by the Company will be automatically cancelled for no consideration and will be retired.

ARTICLE 2

CLOSING

2.1 Closing. The closing (the "*Closing*") of the Merger will take place by email, fax or PDF at the Effective Time, or on such other date, time and/or place as may be mutually agreed upon by Surviving Entity and the Company. The date of the Closing is referred to in this Agreement as the "*Closing Date*."

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

3.1 Existence. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of Florida.

3.2 Limited Liability Company Power; Authorization; Enforceable Obligations. The Company has the limited liability company power, authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by the Company has been duly authorized by its Manager, and no further limited liability company action on the part of the Company is necessary to authorize this Agreement and the performance of the transactions contemplated hereby. This Agreement has been duly executed and delivered on behalf of the Company by duly authorized persons, and this Agreement constitutes the legal, valid and binding obligations of the Company, enforceable against it in accordance with its terms.

3.3 Membership Interests. As of immediately prior to the Closing, each individual and entity listed on **EXHIBIT A** holds the membership interests set forth opposite each such individual and entity's name. All outstanding membership interests of the Company are reflected on **EXHIBIT A**.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SURVIVING ENTITY

4.1 Existence. Surviving Entity is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of Delaware.

4.2 Corporate Power; Authorization; Enforceable Obligations. Surviving Entity has the corporate power, authority and legal right to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Surviving Entity have been duly authorized by its Board of Directors and no further corporate action on the part of Surviving Entity is necessary to authorize this Agreement and the performance of the transactions contemplated hereby. This Agreement has been duly executed and delivered on behalf of Surviving Entity by a duly authorized officer of Surviving Entity, and this Agreement constitutes the legal, valid and binding obligations of Surviving Entity, enforceable against it in accordance with its respective terms.

ARTICLE 5

MISCELLANEOUS PROVISIONS

5.1 Further Assurances. Each party to this Agreement will execute and cause to be delivered to each other party to this Agreement such instruments and other documents, and will take such other actions, as such other party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

5.2 Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its provisions concerning conflict of laws that would cause the laws of another jurisdiction to govern.

5.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be binding as of the date first written above, and all of which will constitute one and the same instrument. Each such copy will be deemed an original, and it will not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

5.4 Severability. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction will be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Agreement, and any such invalidity or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

5.5 Successors and Assigns. This Agreement will be binding upon each of the parties to this Agreement and each of their respective successors and assigns, if any. This Agreement will inure to the benefit of Surviving Entity, the Company and their respective successors and assigns, if any.

5.6 Entire Agreement. This Agreement sets forth the entire understanding of the parties to this Agreement relating to the subject matter of this Agreement and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the parties to this Agreement on the date first written above.

SURVIVING ENTITY:

REGALOCARD, INC., a Delaware
corporation

By: _____

Greg Keough
President & CEO

COMPANY:

REGALOCARD, a Florida limited liability
company

By: _____

Greg Keough
President & CEO

EXHIBIT A

CONVERSION OF MEMBERSHIP INTERESTS

Name of Member	Membership Interests Converted Pursuant to the Merger	Shares of Common Stock Issued Pursuant to the Merger
Dublin Ventures S.A.	1,000,000	1,000,000
Total	1,000,000	1,000,000

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