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Florida Department of State
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TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE
POC News LLC

A. LUNT

FEB 10 2011

EXAMINER

Certificate of Status	0
Certified Copy	0
Page Count	11
Estimated Charge	\$75.00

\$50.00

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: POC News LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

James Garrettson
Contact Person
POC News LLC
Firm/Company
8230 Courthouse Road, Suite 460
Address
Vienna, VA 22181
City, State and Zip Code
jim@executivebiz.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Nelson Blitz at (703) 391-1188
Name of Contact Person Area Code and Daytime Telephone Number

Certified copy (optional) \$30.00

STREET ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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**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>
POC News LLC	Florida	limited liability company
EXECBIZ MERGER LLC	Florida	limited liability company
		L11-139825

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>
POC News LLC	Florida	limited liability company
		L11-127323

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.

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:

N/A

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:

N/A

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: N/A

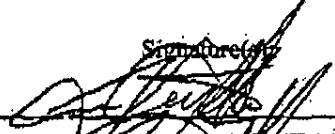
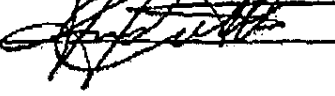
Mailing address: N/A

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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:
POC News LLC		James Garrettson
EXECBIZ MERGER LLC		James Garrettson

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

Certified Copy (optional): \$30.00

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of this 7th day of February, 2012, by and among Boenza, Inc., a Virginia corporation ("Boenza"), EXECBIZ MERGER, LLC, a Florida limited liability company ("MergerCo"), and POC News LLC ("POC News"), a Florida limited liability company.

RECITALS:

A. Ownership. Immediately prior to the effective date of this Merger, Boenza owns 90% of all of the member, equity and profits interests of POC News, and Boenza owns 100% of the member, equity and profits interests of MergerCo.

B. Merger. Pursuant to this Agreement, POC News will merge with and into MergerCo. For purposes of this Agreement, the foregoing merger is referred to as the "Merger." POC News shall be the surviving entity immediately upon the Effective Date.

C. Intention of the Parties. It is the intention of the parties to this Agreement that the Merger shall qualify as a tax free reorganization under the Internal Revenue Code of 1986, as amended (the "Code").

D. Approvals. The requisite member approvals of each of POC News and MergerCo have determined that this Agreement and the transactions contemplated hereby are in the best interests of their respective members, and have approved this Agreement by written consent.

NOW, THEREFORE, in consideration of their mutual promises and obligations, the parties hereto, intending to be legally bound, adopt and make this Agreement and prescribe the terms and conditions hereof and the manner and basis of carrying the Agreement into effect, as follows:

**ARTICLE I.
THE MERGER AND THE SUBSIDIARY MERGER**

1.1 The Merger. In the event that all of the conditions set forth in this Agreement have been satisfied or waived:

(A) **The Merger.** Subject to the terms and conditions of this Agreement, on the Merger Effective Date, (i) POC News shall be merged with and into MergerCo, (ii) POC News shall be the surviving entity and (iii) the separate existence of MergerCo shall thereupon cease. POC News, following consummation of the Merger, is sometimes referred to in this Agreement as the "Continuing Entity."

(B) **Rights, Etc.** On the Merger Effective Date, the Continuing Entity shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises, of a public as well as of a private nature, of POC News, and all property, real, personal and mixed and all debts due on whatever account, and all other causes of action, all and every other interest of or belonging to or due to each of the entities so merged shall be deemed to be vested in the Continuing Entity without further act or deed. The title to any real estate, or any interest therein, vested in any of such entities, shall not revert or be in any way impaired by reason of the Merger, as provided by the laws of the State of Florida.

(C) **Liabilities.** On the Merger Effective Date, the Continuing Entity shall thereupon and thereafter be responsible and liable for all the liabilities, obligations and penalties of POC News. All rights of creditors and obligors and all liens on the property of each of MergerCo and POC News shall be preserved unimpaired.

(D) **Manager.** The manager of the Continuing Entity following the Effective Time, shall hold office until such time as their successors are elected and qualified.

1.2 Merger Effective Date; Closing. The Merger shall become effective at the date and time (the "Effective Time") set forth in the Articles of Merger relating to the Merger filed with the Secretary of State

of Florida (the "Effective Date") and the parties shall utilize their best efforts to cause such Articles of Merger to be issued within 45 days after satisfaction of all conditions set forth in this Agreement. All documents required by the terms of this Agreement to be delivered at or prior to consummation of the Merger shall be exchanged by the parties at the closing of the Merger (the "Closing"), which shall be held on the Merger Effective Date at such location and at such time as may be mutually agreed upon.

1.3 Restructure of Transaction. Boenza shall have the right to revise the structure of the Merger contemplated by this Agreement (including providing for the merger of POC News with and into MergerCo) in order to assure that the Merger for federal income tax purposes shall qualify as a tax free "reorganization" within the meaning of the Internal Revenue Code; provided, that no such revision to the structure of the Merger shall result in (i) any changes in the amount or type of the consideration which the holders of membership interests of POC News Member Interests are entitled to receive under this Agreement, (ii) would unreasonably impede or delay consummation of the Merger. Boenza may exercise this right of revision by giving written notice to POC News which notice shall be in the form of an amendment to this Agreement or in the form of an Amended and Restated Agreement and Plan of Merger.

1.4 Abandonment of Merger. This Plan of Merger may be abandoned or amended at any time prior to the Effective Date hereof (1) on the consent of at least a majority of the member interest of each of the constituent entities; or (2) by action of the manager, at its discretion, of any one or more of the constituent entities on the happening of any of the following events:

(a) If the merger is not approved by the requisite member interests of any of the constituent entities on or before May 31, 2012;

(b) If, in the judgment of any such manager, the merger would be impracticable because of the number of dissenting members asserting appraisal rights under the laws of the State of Florida;

(c) If any material action or proceeding is instituted or threatened against any of the constituent entities or their assets; or

(d) If, between the date of this agreement and the effective date of the merger, there has been, in the opinion of such manager, a material adverse change in the business or financial condition of or affecting any of the constituent entities.

ARTICLE II. MERGER CONSIDERATION

2.1 Merger Consideration. Subject to the provisions of this Agreement, automatically, as a result of the Merger, and without any action on the part of any party or member:

(a) Subject to the provisions of this Agreement, as of the Effective Time and by virtue of the Merger and without any further action on the part of the holder of any POC News Member Interests, the POC News Member Interests issued and outstanding immediately prior to the Effective Time (and any rights to acquire any such POC News Member Interests, if any) shall be converted to and receive the POC News Member Interest Consideration; and

(b) Any POC News Member Interests shall be cancelled, terminated and retired upon the Effective Time.

2.2 Member Rights; No Transfers. At the Effective Time, holders of POC News Member Interests shall cease to be, and shall have no rights as holders of POC News Member Interests other than to receive the POC News Merger Consideration set forth in Section 2.1 or the amount set forth in Section 2.5 (to the extent applicable). After the Effective Time, there shall be no transfers on the books of POC News of the POC News Member Interests, which were issued and outstanding immediately prior to the Effective Time.

2.4 Exchange Procedures.

(A) Promptly after the Merger Effective Date, Boenza shall mail to each holder of record of POC News Member Interests immediately prior to the Effective Time, appropriate transmittal materials and instructions (which shall specify that POC News Member Interest Consideration shall be paid, only upon proper delivery of an appropriate surrender document with respect to the POC News Members Interests).

(B) After the Effective Time, each holder of POC News Member Interests (other than POC News Member Interests as to which Appraisal Rights have been perfected as provided in Section 2.5) issued and outstanding at the Merger Effective Date shall execute an appropriate surrender document surrendering its POC News Member Interests and upon such delivery thereof receive in exchange therefor the POC News Merger Consideration set forth in Section 2.1. Boenza shall not be obligated to deliver the POC News Merger Consideration to which any former holder of POC News Member Interests is entitled as a result of the Merger until such holder executes such appropriate surrender documents.

2.5 Appraisal Rights. POC News Member Interests held by a member of POC News, who shall have perfected Appraisal Rights in accordance with the provisions of the Florida Limited Liability Company Act (such laws are referred to as the "Appraisal Provisions") and not effectively withdrawn or lost such Appraisal Rights shall not be converted into POC News Merger Consideration in the Merger, but the holder thereof shall be entitled only to such rights as are granted by the Appraisal Provisions as their sole and exclusive rights associated with the Merger provided herein. If after the Merger Effective Date a dissenting member of POC News fails to perfect, or effectively withdraws or loses, such holder's appraisal rights, Boenza shall issue and deliver the POC News Merger Consideration to which such holder is entitled under Section 2.1 upon execution of an appropriate surrender of member's interests document.

ARTICLE III. INDEMNIFICATION

From and after the Merger Effective Date, POC News and the Continuing Entity will indemnify and hold harmless each present and former manager, member, employee, agent, attorney and officer of POC News (each, an "Indemnified Party" and, collectively, the "Indemnified Parties") against all costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of actions or omissions occurring at or prior to the Merger Effective Date (including the transactions contemplated by this Agreement), whether asserted or claimed prior to, at or after the Merger Effective Date. POC's obligations under this Article III shall continue in full force and effect for a period of five years from the Merger Effective Date; provided, that all rights to indemnification in respect of any claim asserted or made within such period shall continue until the final disposition of such claim.

ARTICLE IV. CONDITIONS TO CONSUMMATION OF THE MERGER

The respective obligations of each party to perform this Agreement and consummate the Merger and the other transactions contemplated hereby are subject to the satisfaction of the following conditions, unless waived by both parties prior to the Effective Time:

(A) **Member Vote.** Approval of the Merger and the other transactions contemplated hereby by the required vote of the members of POC News and MergerCo have been obtained, and the approval of any other transactions required to facilitate consummation of the Merger by the members of POC News and MergerCo shall have been obtained.

(B) **Performance of Agreements and Covenants.** Each and all of the agreements and covenants of POC News and MergerCo to be performed and complied with pursuant to this Agreement and the other agreements contemplated hereby prior to the Merger Effective Date shall have been duly performed and complied with in all material respects.

ARTICLE V. MISCELLANEOUS

5.1 Survival Amendment. The respective representations, warranties, covenants and agreements of the parties set forth in this Agreement or any other document, schedule, exhibit or certificate delivered pursuant hereto (except covenants and agreements which are expressly required to be performed and are performed in full on or prior to the Closing) shall not survive the Closing and the consummation of the transactions contemplated by this Agreement, except for such covenants and agreements that by their terms are required to be performed after the Closing. This Agreement may be amended by the written consent of all parties hereto.

5.2 Certain Definitions. For purposes of this Agreement, the term:

(A) "POC News Member Interests" means any and all member, equity and profit interests, and all rights, title and interests thereto.

(B) "POC News Merger Consideration" means for each ten (10%) percent of the total of all of POC News Member Interests, a total of \$95,900.

5.3 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to POC News:
POC News, LLC
8230 Old Courthouse Road, Suite 460
Vienna, VA 22182

If to MergerCo:
EXECBIZ MERGER LLC
8230 Old Courthouse Road, Suite 460
Vienna, VA 22182

If to Boenza:
Boenza, Inc.
8230 Old Courthouse Road, Suite 460
Vienna, VA 22182

5.4 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile), each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same instrument. Signatures delivered by electronic methods, including PDF, shall have the same effect as signatures delivered in person.

5.5 Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

5.6 Entire Understanding; No Third Party Beneficiaries. This Agreement constitutes the entire agreement of the parties hereto and thereto with reference to the transactions contemplated hereby and thereby and supersede all other prior agreements, understandings, representations and warranties, both written and oral, between the parties or their officers, directors, agents, employees or representatives, with respect to the subject matter hereof. Nothing in this Agreement, expressed or implied, is intended to confer upon any Person, other than the parties hereto or their respective successors, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the

transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

5.8 Enforcement of the Agreement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

5.9 Waivers. Prior to or at the Merger Effective Date, either party shall have the right to waive any default in the performance of any provision of this Agreement by the other, to waive or extend the time for compliance or fulfillment by the other of any and all of its obligations under this Agreement, and to waive any or all of the conditions precedent to the obligations of such party under this Agreement, except any condition which, if not satisfied, would result in a violation of law. No such waiver shall be effective unless it is in writing signed by the party granting such waiver. The failure of a party to exercise any of its rights hereunder or to insist upon strict adherence to any term or condition hereof on any one occasion shall not be construed as a waiver or deprive that party of the right thereafter to insist upon strict adherence to the terms and conditions of this Agreement at a later date. Further, no waiver of any of the terms and conditions of this Agreement shall be deemed to or shall constitute a waiver of any other term of condition hereof (whether or not similar).

5.10 Assignment. This Agreement shall not be assignable by operation of law or otherwise without the prior written consent of each of the other parties.

5.11 Effect. No provision of this Agreement shall be construed to require any party or any affiliates or managers of any of them to take any action or omit to take any action which action or omission would violate applicable Law.

[Remainder of Page Intentionally Left Blank.]

The parties hereto have caused this Agreement and Plan of Merger to be executed and delivered as of the date first written above.

EXCECBIZ MERGER, LLC,

a Florida limited liability company

By Boenza, Inc. Its Manager

By: 

Name: James Garrettson

Title: President

BOENZA, INC.,

a Virginia corporation

By: 

Name: James Garrettson

Title: President

POC NEWS, LLC,

a Florida limited liability company

By Boenza, Inc. Its Manager

By: 

Name: James Garrettson

Title: President

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