

# L12.000155417

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

**Note:** Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H12000305474 3)))



H120003054743ABC-

**Note:** DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

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

**EFFECTIVE DATE**  
12-31-12

From:

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

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: \_\_\_\_\_

RECEIVED

12 DEC 31 AM 8:03

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE  
HARTE-HANKS LOGISTICS, LLC**

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$60.00

12 DEC 31 PM 1:16

12 DEC 31 PM 1:16

12 DEC 31 PM 1:16

Electronic Filing Menu

Corporate Filing Menu

Help

<https://efile.sunbiz.org/scripts/efilcovr.exe>

01/02/13

12/31/2012

**CERTIFICATE OF MERGER**  
*Merging*  
**HTS, INC.**  
*With And Into*  
**HARTE-HANKS LOGISTICS, LLC**

FILED  
12 DEC 31 PM 4:16  
CLERK OF COURT  
JUDICIAL CIRCUIT IN AND FOR  
THE NINTH JUDICIAL CIRCUIT  
TALLAHASSEE, FLORIDA

This Certificate of Merger ("Certificate of Merger") is submitted in order to merge the following Florida limited liability company, and the following Connecticut corporation qualified to transact business in Florida, in accordance with Section 608.4382, Florida Statutes (the "Merger"):

**ARTICLE I**

**EFFECTIVE DATE**  
12-31-12

The exact name, type of entity and jurisdiction for the merging party (the "Merging Entity") are as follows:

Name	Jurisdiction	Form/Entity Type	FL Document #
HTS, Inc.	Connecticut	Corporation	P16886

**ARTICLE II**

The exact name, type of entity and jurisdiction for the surviving party (the "Survivor") are as follows:

Name	Jurisdiction	Form/Entity Type	FL Document #
Harte-Hanks Logistics, LLC	Florida	Limited Liability Company	L12000155417

**ARTICLE III**

The Agreement and Plan of Merger pursuant to which the Merging Entity shall be merged with and into the Survivor (the "Plan of Merger") is attached hereto as Exhibit A, and was approved by the sole and Managing Member of the Survivor in accordance with the applicable provisions of Chapter 608, Florida Statutes.

**ARTICLE IV**

The attached Agreement and Plan of Merger was approved by the Board of Directors and the sole Shareholder of the Merging Entity in accordance with the applicable laws of the State of Connecticut under which such Merging Entity was incorporated.


**ARTICLE V**

The effective date and time of the Merger shall be at 11:59 p.m. (or as soon before such time as is practicable) on December 31, 2012.

IN WITNESS WHEREOF, this Certificate of Merger is dated the 31<sup>st</sup> day of December,  
2012.


**SURVIVOR:**

**HARTE-HANKS LOGISTICS, LLC, a**  
Florida limited liability company

By:   
Name: Robert L. R. Munder  
Title: Vice President & Secretary

**MERGING ENTITY:**

**HTS, INC., a**  
Connecticut corporation

By:   
Name: Robert L. R. Munder  
Title: Vice President & Secretary

19 00003312 : # 5555766 v1

Exhibit A

Agreement and Plan of Merger

(see attached)

1A99555766-#-0000332

## AGREEMENT AND PLAN OF MERGER

### *Merging*

**HTS, INC.,**  
a Connecticut corporation

### *With And Into*

**HARTE-HANKS LOGISTICS, LLC,**  
a Florida limited liability company

The following Agreement and Plan of Merger ("Plan of Merger") was adopted and approved by: (a) the Board of Directors and sole shareholder of HTS, Inc., a Connecticut corporation, and (b) the sole and Managing Member of Harte-Hanks Logistics, LLC, a Florida limited liability company, and is being submitted in accordance with the relevant provisions of the Florida Limited Liability Company Act (the "FL LLC Act") and the Connecticut Business Corporation Act (the "CT Corp Act", and together with the FL LLC Act, the "Acts");

## ARTICLE 1

The exact name, type of entity and jurisdiction of the merging party is as follows (the "Merging Entity");

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
HTS, Inc.	Connecticut	Corporation

## ARTICLE 2

The exact name, type of entity and jurisdiction of the surviving entity is as follows (the "Survivor");

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Harte-Hanks Logistics, LLC	Florida	Limited Liability Company

## ARTICLE 3

The terms and conditions of the merger are as follows:

3.1 The Merger. The Merging Entity shall merge with and into Survivor (with such

merger referred to herein as the "Merger") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of the Merging Entity shall cease, and the Survivor shall continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida.

3.2 Effective Time: The Merging Entity and the Survivor will cause appropriate Certificates of Merger to be filed with the Florida Department of State and the Connecticut Secretary of State in such forms as required by, and executed in accordance with, the relevant provisions of the Acts. The Merger shall become effective at 11:59 p.m. (or as close before thereto as is practical) on December 31, 2012 (the "Effective Time").

3.3 Additional Action: The Survivor shall, at any time after the Effective Time, take any necessary or desirable actions, including executing and delivering any documents, in the name and on behalf of the Merging Entity or the Survivor, in order to vest or to perfect or confirm of record in the Survivor the title to any property, rights, privileges, powers, licenses, and franchises of the Merging Entity or the Survivor.

#### ARTICLE 4

4.1 Relationship of Merging Parties: The Merging Entity is a wholly-owned subsidiary of Harte-Hanks Flyer, Inc., a Delaware corporation ("HHF"). The Survivor is a wholly-owned subsidiary of HHF. Therefore, both the Merging Entity and the Survivor share the same beneficial owner.

4.2 Manner and Basis of Converting Interests Generally: Since the Merger is between two entities which share the same beneficial owner, no common stock and/or other equity interests of the Merging Entity need be converted, and at the Effective Time all of the Merging Entity's common stock and/or other equity interests issued and outstanding immediately prior thereto (each a "Merging Entity Interest") shall, by virtue of the Merger and without any action on the part of any holder thereof, be surrendered and canceled.

4.3 Effect on Survivor's Interests: As of the Effective Time, each issued and outstanding membership interest of the Survivor shall remain issued and outstanding, shall be unaffected by the Merger, and shall remain and constitute all of the Survivor's issued and outstanding membership interests, all of which shall be beneficially owned by HHF.

4.4 No Conversion of Rights to Acquire: Since there were no rights to acquire any interests of the Merging Entity or the Survivor outstanding prior to the Effective Time, no conversion of such is necessary.

#### 4.5 Miscellaneous

(a) Except as otherwise explicitly set forth in this Article, no interest, dividends, or other distributions shall be payable with respect to any Merging Entity Interest in connection with the Merger.

(b) From and after the Effective Time, no Merging Entity Interest shall be deemed issued or outstanding, and the holders thereof shall cease to have any rights with respect thereto, except as provided herein or by the Acts. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of a Merging Entity Interest will be required; instead, from and after the Effective Time, all Merging Entity Interests shall be deemed for all purposes surrendered and canceled.

(c) At the Effective Time, the transfer books for the Merging Entity shall be closed and no transfer of Merging Entity Interests shall thereafter be made.

#### ARTICLE 5

**5.1 Rights and Obligations of the Merging Entity.** By virtue of the Merger, and in accordance with and insofar as permitted by the applicable provisions of the Acts, from and after the Effective Time: (i) the Survivor shall possess all rights, privileges and powers of the Merging Entity, (ii) all property and assets of the Merging Entity shall vest in the Survivor without any further act or deed, and (iii) the Survivor shall assume and be liable for all liabilities and obligations of the Merging Entity.

**5.2 Survivor Articles of Organization.** The Articles of Organization of the Survivor in effect immediately prior to the Effective Time shall be and remain the Articles of Organization of the Survivor immediately following the Merger.

**5.3 Survivor Operating Agreement.** The Operating Agreement of the Survivor in effect immediately prior to the Effective Time shall be and remain the Operating Agreement of the Survivor immediately following the Merger.

**5.4 Merging Entity's Organizational Documents.** All Articles or Certificates of Incorporation and all other organizational documents, agreements and instruments relating to the Merging Entity shall be deemed terminated as of the Effective Time.

#### ARTICLE 6

**6.1 Amendment.** The Merging Entity and the Survivor may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the shareholders and/or members of the Merging Entity and the Survivor shall be subject to any restrictions contained in the Acts. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and signed by the requisite shareholders and/or members of the Merging Entity and the Survivor.

**6.2 Termination.** This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained from the


Merging Entity and the Survivor) upon mutual written consent of the Merging Entity and the Survivor.

**6.3 Member Approval.** The respective obligations of the Merging Entity and the Survivor to effect the Merger shall be subject to the Merging Entity and the Survivor obtaining the requisite approval of the shareholders of the Merging Entity and the members of the Survivor, all as required by the Acts, prior to the Effective Time.

**6.4 Filing of the Merger Documents.** After obtaining the requisite approvals required by the Acts, the members, managers and/or officers of the Survivor and the shareholders, directors and/or officers of the Merging Entity are hereby authorized and directed to cause Certificates of Merger and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.


**MERGING ENTITY:**

**HTS, INC.,**  
a Connecticut corporation

By:   
Name: Robert L.R. Mynder  
Its: Vice President & Secretary

**SURVIVOR:**

**HARTE-HANKS LOGISTICS, LLC,**  
a Florida limited liability company

By:   
Name: Robert L.R. Mynder  
Its: Vice President & Secretary