

P00000083027

Michael Towers

(Requestor's Name)

411 E. College Ave

(Address)

(Address)

Tallahassee, FL 32301 577-6557

(City/State/Zip/Phone #)

☐

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(Business Entity Name)

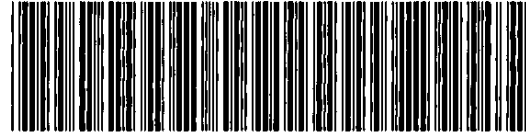
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Merger

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DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

08 JAN -2 PM 3:26

RECEIVED

DEPT. OF STATE
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2008 JAN -2 PM 4:55

FILED

11/2



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 2, 2008

MICHAEL JOWERS

TALLAHASSEE, FL

SUBJECT: LOBBYTOOLS, INC.
Ref. Number: P00000083027

We have received your document for LOBBYTOOLS, INC. and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

You must include the Plan of Merger as a part of your Articles of Merger filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette
Regulatory Specialist II

Letter Number: 408A00000135

ARTICLES OF MERGER OF
HOLOGRAPHIC COMMUNICATIONS, INC.
INTO
LOBBYTOOLS, INC.

FILED
2008 JAN -2 PM 4: 55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to FSA § 607.1105, the corporations described herein, desiring to effect a merger, set forth the following facts:

ARTICLE I

The name of the corporation surviving the merger is: LobbyTools, Inc.

The name of the surviving corporation has not been changed as a result of the merger.

ARTICLE II

The surviving corporation is a domestic corporation, incorporated in Florida on: August, 8th, 2000.

ARTICLE III

The name of the nonsurviving corporation is: Holographic Communications, Inc.

The state of domicile of the nonsurviving corporation is: Florida.

The date of incorporation of the nonsurviving corporation is: December, 3rd 1999.

ARTICLE IV

The Plan of Merger, containing the information required by FSA § 607.1101, is attached hereto.

ARTICLE V

The manner of adoption and vote of the surviving corporation was as follows:

Pursuant to FSA § 607.1103 a shareholder vote was obtained. The merger was adopted by the board of directors on November, 16 2007 and the shareholders on December 31, 2007. The number of votes cast for the merger was sufficient for approval.

ARTICLE VI


The manner of adoption and vote of the nonsurviving corporation was as follows:

The merger was approved by the shareholders on November 16, 2007. The number of votes cast for the merger was sufficient for approval.

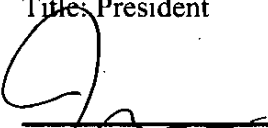
ARTICLE VII

These Articles of Merger will be effective on January 1, 2007.

Date: December 31, 2007



Lobby Tools, Inc.
Name: John Iarussi
Title: President



Holographic Communications, Inc.
Name: John Iarussi
Title: President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 16 day of November, 2007 by and between Holographic Communications, Inc., a Florida corporation ("Holographic Communications, Inc."), and LobbyTools, Inc., a Florida corporation ("LobbyTools, Inc."). Holographic Communications, Inc. and LobbyTools, Inc. are sometimes hereinafter collectively referred to as the "Constituent Companies."

RECITALS:

A. LobbyTools, Inc. is a corporation organized and existing under the laws of the State of Florida.

B. Holographic Communications, Inc. is a corporation organized and existing under the laws of the State of Florida.

C. The board of directors of Holographic Communications, Inc. have determined that it is advisable and in the best interests of Holographic Communications, Inc. to merge with and into LobbyTools, Inc. upon the terms and subject to the conditions set forth herein.

D. The board of directors of LobbyTools, Inc. have determined that it is advisable and in the best interests of LobbyTools, Inc. that Holographic Communications, Inc. merge with and into LobbyTools, Inc. upon the terms and subject to the conditions set forth herein.

E. In furtherance of such merger, Holographic Communications, Inc. and LobbyTools, Inc. wish to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, Holographic Communications, Inc. and LobbyTools, Inc. hereby agree as follows:

ARTICLE I.

THE MERGER

1.01 *Merger.* In accordance with the provisions of this Agreement, the Florida Business Corporation Act (the "Florida Act"), at the Effective Time of the Merger (as defined herein), Holographic Communications, Inc. shall be merged with and into LobbyTools, Inc. (the "Merger"), whereupon the separate existence of Holographic Communications, Inc. shall cease and LobbyTools, Inc. shall be, and is hereinafter sometimes referred to as, the "Surviving Corporation" and shall continue to be governed by the laws of the State of Florida.

1.02 *Effective Time.* Provided that this Agreement has not been terminated or abandoned pursuant to Section 4.02 hereof, on the date of the closing of the Merger, Holographic Communications, Inc. and LobbyTools, Inc. shall cause Articles of Merger to be executed and

filed with the Secretary of State of the State of Florida. The Merger shall become effective on January 1, 2008 (the "Effective Time of the Merger").

1.03 *Effect of the Merger.* At the Effective Time of the Merger, the separate existence of Holographic, Communication, Inc. shall cease, and LobbyTools, Inc., as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time of the Merger; (ii) shall be subject to all actions previously taken by the board of directors of LobbyTools, Inc. and the board of directors of Holographic Communications, Inc.; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Holographic Communications, Inc.; (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time of the Merger; and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Holographic Communications, Inc. in the same manner as if LobbyTools, Inc. had itself incurred them, all as more fully provided under the applicable provisions of the Florida Act.

1.04 *Name of Surviving Corporation.* At the effective Time of the Merger, the Surviving Corporation shall continue to be known as LobbyTools, Inc.

ARTICLE II.

CHARTER, BYLAWS, DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

2.01 *Articles of Incorporation.* The Articles of Incorporation of LobbyTools, Inc. as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.02 *Bylaws.* The Bylaws of LobbyTools, Inc. as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.03 *Directors and Officers.* The directors and officers of LobbyTools, Inc. immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation.

ARTICLE III.

EFFECT OF MERGER ON OWNERSHIP

3.01 *Holographic Communication Inc. Common Stock.* At the Effective Time of the Merger, by virtue of the Merger and without any further action on the part of Holographic Communications, Inc., the Shareholder Interests of Holographic Communications, Inc. shall be canceled and shall cease to exist and each shareholder of Holographic Communications shall receive 1 shares of the Common Stock of the Surviving Corporation in exchange for two shares held by such member in Holographic Communications Inc.

3.02 *LobbyTools, Inc. Common Stock.* At the Effective Time of the Merger, each share of LobbyTools, Inc. Common Stock issued and outstanding on the stock transfer records of LobbyTools, Inc. immediately prior to the Merger shall continue to exist.

3.03 *LobbyTools, Inc. Preferred Stock.* At the Effective Time of the Merger, each share of LobbyTools, Inc. Preferred Stock issued and outstanding on the stock transfer records of LobbyTools, Inc. immediately prior to the Merger shall continue to exist.

ARTICLE IV

APPRAISAL RIGHTS

4.01 *Notice of Appraisal Rights.* LobbyTools, Inc. agrees to pay any shareholder of Lobby Tools, Inc. their appraisal rights as required by the Florida Business Corporation Act. The form of notice is attached hereto as Exhibit “_1_”.

4.02 *Method of Determining Fair Value.* The fair value of a share of Lobby Tools, Inc. will be paid pursuant to sections 607.1301 through 607.1333, Florida Statutes.

ARTICLE V

GENERAL PROVISIONS

3.04 *Further Assurances.* From time to time, as and when required by LobbyTools, Inc. or by its successors or assigns, there shall be executed and delivered on behalf of Holographic Communications, Inc. such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by LobbyTools, Inc. the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Holographic Communications, Inc. and otherwise to carry out the purposes of this Agreement, and the officers and directors of LobbyTools, Inc. are fully authorized in the name and on behalf of Holographic Communications, Inc. to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.05 *Termination.* At any time prior to the filing of the Articles of Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the respective board of directors of the Constituent Companies. In the event of the termination or abandonment of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of either Holographic Communications, Inc. or LobbyTools, Inc., or any of their respective shareholders, directors, officers, members or managers.

3.06 *Agreement.* Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation in Tallahassee, Florida, and copies thereof will be furnished to any stockholder of either Constituent Company, upon request and without cost.

3.07 *Governing Law.* This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida and, so far as applicable, the merger provisions of the Florida Act.

3.08 *Counterparts.* In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

3.09 *No Third Party Beneficiaries.* This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed as of the day and year first written above.

LobbyTools, Inc.

By: 

Name: John Larussi

Title: President

Holographic Communications, Inc.

By: 

Name: John Larussi

Title: President