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MERGER OR SHARE EXCHANGE
PRODUCTIVE SOFTWARE SYSTEMS, INC.

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**ARTICLES OF MERGER
BY AND BETWEEN
PRODUCTIVE SOFTWARE SYSTEMS, INC.
AND
PRODUCTIVE SOFTWARE SYSTEMS, INC.**

The Undersigned, Productive Software Systems, Inc., a Minnesota corporation (the "Surviving Company"), and Productive Software Systems, Inc., a Florida corporation (the "Merging Company"), each hereby certify as follows:

1. Attached as Exhibit A hereto is the Agreement and Plan of Merger pursuant to which the Merging Company will be merged with and into the Surviving Company (the "Merger"), which has been duly adopted by the Board of Directors and sole shareholder of each of the aforementioned corporations in accordance with the applicable law of each corporation's state of incorporation.

2. The Merger shall be effective upon the filing of these Articles of Merger with the Secretary of State of the State of Minnesota as provided by Section 302A.615 of the Minnesota Business Corporation Act.

3. The principal office of the Surviving Company is 5708 Parkwood Lane, Minneapolis, MN 55436.

4. The Florida Secretary of State is deemed to be the Surviving Company's agent for service of process in any proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Company.

5. The Surviving Company agrees to promptly pay to the dissenting shareholders of the Merging Company any rights to appraisal, if any, as stated in Florida Statute Section 607.1302.

6. In Witness Whereof, the Surviving Company has caused these Articles of Merger to be signed and acknowledged by its President and the Merging Company has caused these Articles of Merger to be signed and acknowledged by its CEO on this 28th day of December, 2006. 29

Productive Software Systems, Inc.
a Minnesota corporation

Productive Software Systems, Inc.,
a Florida corporation

By: Roger J. Olsen

By: Roger J. Olsen

Printed Name: Roger J. Olsen

Printed Name: Roger J. Olsen

Its: President

Its: CEO

Exhibit A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Plan") is adopted as of December 28th, 2006, by and between Productive Software Systems, Inc., a Minnesota corporation ("Productive Minnesota" and following the merger the "Surviving Corporation"), and Productive Software Systems, Inc., a Florida corporation (the "Merging Corporation"); Productive Minnesota and the Merging Corporation are collectively referred to as the "Constituent Companies".

WHEREAS, Productive Minnesota is a corporation duly organized and existing under the laws of the State of Minnesota;

WHEREAS, the Merging Corporation is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Productive Minnesota has the authority to issue One Hundred Thousand (100,000) shares of capital stock all of which is common stock, \$0.01 par value per share ("Minnesota Common Stock"), and all outstanding shares are owned by Roger J. Olsen;

WHEREAS, the Merging Corporation has the authority to issue One Hundred Thousand (100,000) shares of capital stock of which all is common stock, \$0.01 par value per share ("Florida Common Stock"), and all outstanding shares are owned by Roger J. Olsen; and

WHEREAS, the Board of Directors of Productive Minnesota and the Board of Directors of the Merging Corporation, respectively, have determined that it is advisable and in the best interests of such entities and their respective shareholders that the Merging Corporation merge with and into Productive Minnesota, and all of the outstanding shares of the Merging Corporation will be cancelled (the "Merger").

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Productive Minnesota and the Merging Corporation hereby agree to merge as follows:

1. Merger. Subject to the terms and conditions set forth in this Plan of Merger on the Effective Date (as herein defined), the Merging Corporation shall be merged with and into Productive Minnesota in accordance with the applicable laws of the States of Minnesota and Florida. As of the effective time of the Merger, the separate existence of the Merging Corporation shall cease, and Productive Minnesota shall be the surviving corporation and shall be governed by the laws of the State of Minnesota.

2. Effective Date. The Merger herein contemplated shall become effective upon the effectiveness of the filing of this Plan with the Minnesota Secretary of State. This Plan has been adopted by the sole shareholder and the Boards of Directors of each of Productive Minnesota and the Merging Corporation and Articles of Merger shall be filed with the Office of the Secretary of State of the State of Minnesota in accordance with the requirements of Minnesota Statutes Section 302A.615 and with the Office of the Secretary of State of the State of Florida in accordance with the requirements of Florida Statutes Section 607.1109. The time when the Merger shall become effective as aforesaid is herein called the "Effective Date."

3. Articles of Incorporation. On the Effective Date, the Articles of Incorporation of Productive Minnesota, as in effect immediately prior to the Effective Date, shall continue in full force and

effect as the Articles of Incorporation of the Surviving Corporation unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation or herein upon any stockholder or director or officer of the Surviving Corporation or upon any other persons preserved.

4. Bylaws. On the Effective Date, the Bylaws of Productive Minnesota, as are in effect immediately prior to the Effective Date, shall continue in full force and effect unless and until the same shall be further amended or repealed in accordance with the provisions thereof.

5. Directors and Officers. The directors and officers of Productive Minnesota shall be the directors and officers of the Surviving Corporation, until such time as their successors have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

6. Merging Corporation Common Stock. As of the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, every share of Merging Corporation Common Stock outstanding immediately prior to the Effective Date shall be converted into a share of the Surviving Corporation's Common Stock.

7. Rights, Privileges and Duties of Surviving Corporation. On the Effective Date and for all purposes, the separate existence of the Merging Corporation shall cease and the Merging Corporation shall be merged with and into Productive Minnesota. The corporate existence of the Surviving Corporation shall continue and the Surviving Corporation shall possess all the rights, privileges, immunities, and franchises of a public, as well as of a private, nature, of each of the Constituent Companies. All property, real, personal, and mixed, and all debts due on any account, and all other choses in action, and every other interest of or belonging to or due to each of the Constituent Companies shall vest in the Surviving Corporation without any further act or deed. Confirmatory deeds, assignments, or similar instruments to accomplish that vesting may be signed and delivered at any time in the name of a Constituent Company by its current officers/managers or, in the case of the Merging Corporation, by its last officers. The title to any real estate or any interest therein vested in any of the Constituent Companies shall not revert nor in any way become impaired by reason of the Merger. The Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Constituent Companies. A claim of or against a pending proceeding by or against a Constituent Company may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the Constituent Company. Neither the rights of creditors nor any liens upon the property of the Constituent Companies shall be impaired by the Merger.

8. Principal Executive Office. The principal executive offices of the Surviving Corporation shall be 5708 Parkwood Lane, Minneapolis, Minnesota, 55436.

9. Termination and Abandonment. This Plan may be terminated and abandoned prior to the Effective Time of the Merger by resolutions adopted by the Board of Directors of each of the Constituent Companies. In the event that this Plan is terminated or abandoned pursuant to this section, this Plan shall become void and of no further effect, without any liability on the part of any of the Constituent Companies or their respective shareholders, directors, or officers in respect to such termination and abandonment.

10. Counterparts. For the convenience of the parties hereto, any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

11. Limitation of Rights. Except as otherwise provided in this Plan, nothing herein expressed or implied is intended, nor shall be construed, to confer upon or give any person, firm or corporation, other than the Constituent Companies and their respective security holders, any rights or remedies under or by reason of this Plan.

12. Governing Law. This Plan and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been duly approved by joint resolutions by each of the Board of Directors and sole shareholder of Productive Minnesota and the Board of Directors and sole shareholder of the Merging Corporation, has been executed on behalf of such companies by their respective duly authorized officers as of the date first written above.

PRODUCTIVE SOFTWARE SYSTEMS, INC.,
a Minnesota corporation

By: _____

Its: President

PRODUCTIVE SOFTWARE SYSTEMS, INC.,
a Florida corporation

By: _____

Its: CEO

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