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**MERGER OR SHARE EXCHANGE
PLANSOURCE HOLDINGS, INC.**

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ARTICLES OF MERGER

of

PLANSOURCE HOLDINGS, INC.
(a Florida corporation)

into

PLANSOURCE HOLDINGS, INC.
(a Delaware corporation)

Pursuant to the provisions of Section 607.1101 and Section 607.1105 of the Florida Business Corporation Act, **PLANSOURCE HOLDINGS, INC.**, a Florida corporation (sometimes referred to herein as "PlanSource Florida"), and **PLANSOURCE HOLDINGS, INC.**, a Delaware corporation (sometimes referred to herein as "PlanSource Delaware"), hereby adopt the following Articles of Merger for the purpose of merging PlanSource Florida with and into PlanSource Delaware (the "Merger").

FIRST: The plan of merger, pursuant to Section 607.1101 of the Florida Business Corporation Act (the "FBCA"), is as set forth in these Articles of Merger, including Exhibit A attached hereto (the "Plan of Merger").

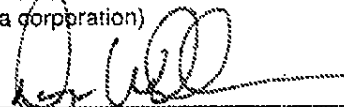
SECOND: The Merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida, at which time PlanSource Florida shall be merged with and into PlanSource Delaware, with PlanSource Delaware being the surviving corporation of the Merger (the "Surviving Corporation") and the separate existence of PlanSource Delaware shall thereupon cease. The Merger shall have the effects set forth in Section 607.1106 and Section 607.1107 of the FBCA.

THIRD: The Plan of Merger was approved by written consent of the shareholders of PlanSource Florida on October 28, 2011, and was approved by written consent of the shareholders of PlanSource Delaware on October 27, 2011.

(signature on following page)

IN WITNESS WHEREOF, each of PlanSource Florida and PlanSource Delaware has caused these Articles of Merger to be executed by its respective duly authorized officer this ____ day of November, 2011.

PLANSOURCE HOLDINGS, INC.
(a Florida corporation)

By: 
Name: Dayne Williams
Title: CEO

PLANSOURCE HOLDINGS, INC.
(a Delaware corporation)

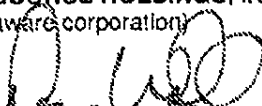
By: 
Name: Dayne Williams
Title: CEO

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER
OF
PLANSOURCE HOLDINGS, INC., A FLORIDA CORPORATION
AND
PLANSOURCE HOLDINGS, INC., A DELAWARE CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of October 27, 2011, is made and entered into by and between PlanSource Holdings, Inc., a Florida corporation ("PSFLA"), and PlanSource Holdings, Inc., a Delaware corporation ("PSDEL"), which corporations are sometimes referred to herein as the "Constituent Corporations."

WITNESSETH:

WHEREAS, PSFLA is a corporation organized and existing under the laws of the State of Florida, having been incorporated on December 10, 2003, under the laws of the State of Florida under the Florida Business Corporation Act (the "FBCA");

WHEREAS, PSDEL is a wholly-owned subsidiary corporation of PSFLA, having been incorporated under the laws of the State of Delaware under the Delaware General Corporation Law (the "DGCL") on October 26, 2011;

WHEREAS, the respective Boards of Directors of PSFLA and PSDEL have determined that it is desirable to merge PSFLA with and into PSDEL and that PSDEL shall be the surviving corporation (the "Merger"), pursuant to the terms and conditions of this Agreement;

WHEREAS, the parties intend by this Agreement to effect reorganization under Section 368 of the Internal Revenue Code of 1986, as amended;

WHEREAS, the respective Boards of Directors of PSFLA and PSDEL have approved this Agreement and have directed that this Agreement be executed by the undersigned officers and submitted to a vote of their respective shareholders, and PSFLA in its capacity as the sole stockholder of PSDEL has approved this Agreement, and this Agreement is to be submitted for approval by the shareholders of PSFLA following the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, PSFLA and PSDEL hereto agree as follows:

**ARTICLE I
EFFECTIVE DATE AND EFFECT OF THE MERGER**

1.1 *Filing and Effectiveness.* The Merger shall become effective when the following actions shall have been completed: (i) the acceptance of the filing of the Articles of Merger for the Merger under the FBCA (the "Articles of Merger") with the Department of State of the State of Florida, and (ii) the acceptance of the filing of the Certificate of Merger for the Merger (the "Certificate of Merger") under the DGCL with the Secretary of State of the State of Delaware; or upon such other specified date and time as may be set forth in the Articles of Merger and the Certificate of Merger (the date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date").

1.2 *Effect of the Merger.* On the Effective Date, PSFLA shall be merged with and into PSDEL, the separate existence of PSFLA shall cease and PSDEL (hereinafter sometimes referred to as the "Surviving Corporation") shall continue to exist as a corporation organized and existing under the DGCL, and the Merger shall have the effects set forth in the applicable provisions of the DGCL and the FBCA. Without limiting the generality of the foregoing, and subject thereto and to any other applicable laws, at the Effective Date of the Merger, all the properties, rights, privileges, powers and franchises of PSFLA shall vest in the Surviving Corporation, and, subject to the terms of this Agreement, all debts, liabilities, restrictions, disabilities and duties of PSFLA shall become the debts, liabilities, restrictions, disabilities and duties of the Surviving Corporation. The address of the registered office of the Surviving Corporation in the State of Delaware and the County of New Castle is 2711 Centerville Road, Suite 400, Wilmington, DE 19808 and the name of the registered agent at that address is Corporation Service Company.

ARTICLE II CERTIFICATE OF INCORPORATION OF SURVIVING CORPORATION

2.1 The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of PSDEL (the "PSDEL Charter") as in effect on the date hereof, without change, except for (i) amendments prior to the Effective Date in accordance with Article VI of this Agreement, or (ii) amendments after the Effective Date in accordance with applicable law.

ARTICLE III BYLAWS OF THE SURVIVING CORPORATION

3.1 The Bylaws of the Surviving Corporation shall be the Bylaws of PSDEL (the "PSDEL Bylaws") as in effect on the date hereof, without change, except for (i) amendments prior to the Effective Date in accordance with Article VI of this Agreement, or (ii) amendments after the Effective Date in accordance with applicable law.

ARTICLE IV EFFECT OF MERGER ON STOCK OF CONSTITUENT CORPORATIONS

4.1 *Shares of PSFLA.* Upon the Effective Date:

(a) each share of Super Senior Preferred Stock of PSFLA, par value \$1,000.00 per share, that is issued and outstanding immediately prior thereto (other than "Appraisal Shares" as defined in Section 4.2 below, if any), shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into one (1.0) fully paid and nonassessable share of the Series A Preferred Stock of PSDEL, \$0.001 par value per share (with the resulting total number of shares held by any record holder, if not a whole number, rounded up to the next whole share); and all shares of Super Senior Preferred Stock of PSFLA (including Appraisal Shares, if any) shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each certificate that previously represented shares of Super Senior Preferred Stock of PSFLA shall thereafter represent the shares of the Series A Preferred Stock of PSDEL into which they were converted;

(b) each share of Junior Preferred Stock of PSFLA, par value \$0.01 per share, that is issued and outstanding immediately prior thereto (other than Appraisal Shares, if any), shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be

converted into 3.5751 (three and five thousand seven hundred fifty-one ten thousandths fully paid and nonassessable shares of the Common Stock of PSDEL, \$0.001 par value per share (with the resulting total number of shares held by any record holder, if not a whole number, rounded up to the next whole share); and all shares of Junior Preferred Stock of PSFLA (including Appraisal Shares, if any) shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and each certificate that previously represented shares of Super Senior Preferred Stock of PSFLA shall thereafter represent the shares of the Series A Preferred Stock of PSDEL into which they were converted;

(c) each share of Common Stock of PSFLA, par value \$0.01 per share, that is issued and outstanding immediately prior thereto (including Appraisal Shares, if any), shall by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, no longer be outstanding and shall be automatically cancelled and cease to exist, and will not be converted into or exchanged for any capital stock or property.

4.2 Dissenting Shareholders. Subject to the terms and conditions of Sections 607.1301-607.1333 of the FBCA (the "Appraisal Statutes"), any shareholder of capital stock of PSFLA who perfects his or her dissenters' rights of appraisal with respect all or a portion of his or her shares of PSFLA, as the case may be ("Appraisal Shares"), in accordance with the Appraisal Statutes, shall be entitled to receive the value of such shares in cash if and as finally determined pursuant to the Appraisal Statutes and the processes contemplated thereunder; provided, however, that no such payment shall be made to a shareholder unless and until such shareholder has complied with the applicable provisions of the Appraisal Statutes and surrendered to the Surviving Corporation the certificate or certificates representing the shares for which payment is being made. In the event that after the Effective Date of the Merger a former shareholder of Preferred Stock of PSFLA fails to maintain perfection of, or effectively withdraws or loses, his or her right to appraisal of and payment for Appraisal Shares that were shares of Preferred Stock of PSFLA, such dissenting shareholder shall be entitled to receive the shares of PSDEL into which such Appraisal Shares of Preferred Stock would have been converted under Section 4.1 above (as if such shares had not been treated as Appraisal Shares on the Effective Date), upon surrender of the certificate or certificates representing such Appraisal Shares to the Surviving Corporation.

4.3 PSDEL Common Stock. Upon the Effective Date of the Merger, each share of Common Stock of PSDEL issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be automatically cancelled without compensation therefor and returned to the status of authorized but unissued shares.

4.4 Exchange of Stock Certificates. After the Effective Date, certificates representing shares of Preferred Stock of PSFLA that were converted into shares of capital stock of PSDEL under Section 4.1 above, may be surrendered for exchange by or on behalf of the record holder to the Secretary of the Surviving Corporation in accordance with instructions provided by the Surviving Corporation. Upon the proper surrender of such stock certificates, the holder thereof shall be entitled to receive a certificate or certificates representing the number of shares of Common Stock or Series A Preferred Stock of PSDEL into which such shares of PSFLA's Preferred Stock were converted pursuant to Section 4.1 hereof.

ARTICLE V OFFICERS AND DIRECTORS OF SURVIVING CORPORATION

5.1 Upon and following the Effective Date, (i) the officers and directors of PSDEL as of the time immediately prior to the Effective Date shall continue in office in such positions for the Surviving Corporation until their respective successors shall have been appointed or elected, and (ii) any persons

holding positions as officers or directors of PSFLA shall automatically cease to hold such positions, due to the elimination such of such positions as a result of the Merger.

ARTICLE VI
APPROVAL BY PSFLA SHAREHOLDERS; DETERMINATION OF EFFECTIVE DATE;
AMENDMENT OF AGREEMENT

6.1 It being hereby confirmed that the respective Boards of Directors of PSFLA and PSDEL have approved this Agreement and have directed that this Agreement be executed by the undersigned officers and submitted to a vote of their respective shareholders, and that PSFLA in its capacity as the sole stockholder of PSDEL has approved this Agreement, the parties agree that PSFLA shall submit this Agreement for approval by the shareholders of PSFLA following the execution and delivery of this Agreement.

6.2 After the approval of this Agreement by the holders of the requisite number of shares of capital stock of PSFLA in satisfaction of the shareholder approval requirements for the Merger under the FBCA, the respective Boards of Directors of PSFLA and PSDEL will cause their respective duly authorized officers to make and execute Articles of Merger and a Certificate of Merger and other necessary or appropriate certificates or documentation to cause the consummation of the Merger to occur on a date or during such period as mutually approved by the Board of Directors of each of PSFLA and PSDEL, and to cause the same to be filed with the Department of State of Florida and Secretary of State of Delaware, respectively, in accordance with the FBCA and the DGCL.

6.3 The Boards of Directors of PSFLA and PSDEL may amend this Agreement by the mutual approval of both Boards, whether before or after approval of this Agreement by the stockholders of either or both of the Constituent Corporations, but subject to further shareholder approval of such amendment if and to the extent required under the FBCA and DGCL.

6.4 Prior to the Effective Date, the Articles of Incorporation and Bylaws of PSFLA, and the Certificate of Incorporation and Bylaws of PSDEL, shall not be amended or modified without the prior mutual approval by the Boards of Directors of each of PSFLA and PSDEL.

ARTICLE VII
TERMINATION OF MERGER

7.1 This Agreement may be terminated and the Merger abandoned by the Board of Directors of either Constituent Corporation, for any reason whatsoever, whether before or after approval of this Agreement by the stockholders of either or both of the Constituent Corporations.

ARTICLE VIII
MISCELLANEOUS

8.1 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its principles of conflicts of law.

8.2 *Expenses.* If the Merger becomes effective, the Surviving Corporation shall assume and pay all expenses in connection therewith not theretofore paid by the respective parties. If for any reason the Merger shall not become effective, PSFLA shall pay all expenses incurred in connection with all the proceedings taken in respect of this Merger Agreement or relating thereto.

8.3 *Agreement.* An executed copy of this Agreement will be on file at the principal place of business of the Surviving Corporation at PlanSource Holdings, Inc., 6111 W. Jefferson St., Suite 100, Orlando, FL 32801 and, upon request and without cost, a copy thereof will be furnished to any shareholder of either Constituent Corporation.

8.4 *Counterparts.* This Merger Agreement 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.

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

8.6 *Qualification as a Foreign Corporation.* PSDEL covenants and agrees that it will qualify to do business as a foreign corporation in the State of Florida, and in all other states in which PSFLA is so qualified and in which the failure so to qualify would have a material adverse impact on the business or financial condition of PSDEL. In connection therewith, PSDEL shall irrevocably appoint an agent for service of process as required under applicable provisions of state law in states in which qualification is required hereunder.

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