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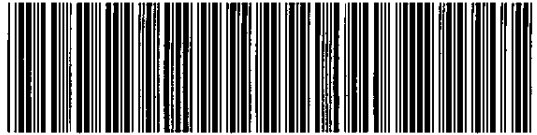
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2009 APR -7 AM 11:29

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger

TB

4/9/09

LAW OFFICES OF
DAVID J. REED
1503 BOMBAY LANE
OAKBROOK CENTRE
ROSWELL, GEORGIA 30076
TELEPHONE (770) 751-0900
FACSIMILE (770) 751-1806

April 3, 2009

Florida Department of State
Division of Corporations
Amendment Section
POB 6327
Tallahassee, FL 32314

Re: Merger of Barber Consulting Services, Inc. into
PossibleNOW Data Services, Inc.

Dear Sir or Madam:

Please find enclosed originals of the Articles of Merger and Plan and Agreement of Merger with respect to the above referenced matter and copies of same. I have also enclosed a check in the amount of \$70.00 to cover your filing fee.

Please file and process the enclosed and return the copies in the enclosed stamped, self addressed envelope. If you have any questions or need any additional information please do not hesitate to contact me.

Yours very truly,



David J. Reed

DJR/jp

Encl.

Document2

ARTICLES OF MERGER
OF
Barber Consulting Services, Inc.
INTO
PossibleNOW Data Services, Inc.

FILED
2009 APR -7 AM 11:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the Section 607.1105 of the Florida Statutes and Section 14-2-1105 of the Official Code of Georgia Annotated, PossibleNOW Data Services, Inc. ("Surviving Corporation"), a Georgia corporation, and Barber Consulting Services, Inc. ("Merging Corporation"), a Florida corporation, adopt the following Articles of Merger for the purpose of merging Merging Corporation into Surviving Corporation:

Plan of Merger

1. The Plan and Agreement of Merger ("Plan of Merger") setting forth the terms and conditions of the merger of Merging Corporation into Surviving Corporation is attached to these Articles as an exhibit and incorporated herein by reference.

Adoption of Plan

2. There are 100 shares of common stock, each of \$0.00 par value of Merging Corporation issued and outstanding that were entitled to vote on the Plan of Merger. All 100 shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of Merging Corporation held on December 30, 2008.

There are 500 shares of common stock, each of \$0.00 par value of Surviving Corporation issued and outstanding that were entitled to vote on the Plan of Merger. All 500 shares were voted in favor of the Plan of Merger, and no shares were voted against the Plan of Merger, at a special meeting of the shareholders of Surviving Corporation held on December 30, 2008.

The Board of Directors of both the Merging Corporation and the Surviving Corporation approved and recommended the Plan of Merger.

Effective Date

3. The Plan of Merger shall be effective on the filing of these Articles with the Department of State of the State of Florida.

Foreign Law

4. The laws of the State of Georgia, the jurisdiction of organization of Surviving Corporation, permit the merger contemplated by the Plan of Merger, and the laws of the State of Florida, the jurisdiction of organization of Merging Corporation permit the contemplated Plan of Merger. The laws of both States will have been complied with on fulfillment of all filing and recording requirements set forth by applicable laws.

Service of Process

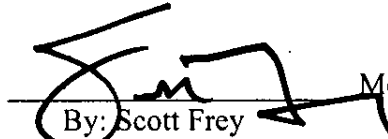
5. (a) Surviving Corporation agrees that it may be served with process in the State of Georgia in any proceeding for the enforcement of any obligation of Merging Corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of Merging Corporation.

(b) Surviving Corporation irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any proceeding with respect to those matters set forth in Subparagraph (a) above. The Secretary of State may forward a copy of process to:

David J. Reed, Esq.
1503 Bombay Lane
Roswell, GA 30076

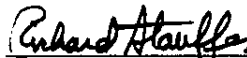
(c) Surviving Corporation agrees that it will promptly pay to the dissenting shareholders of Merging Corporation the amounts to which they are entitled pursuant to the business corporation law of the State of Florida.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of December 30, 2008.




By: Scott Frey
Its: CEO Merging Corporation

ATTEST:

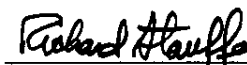


Richard Stauffer
Secretary.....[SEAL]



By: Scott Frey
Its: CEO Surviving Corporation

ATTEST:



[typed name] Richard Stauffer
Secretary.....[SEAL]

PLAN AND AGREEMENT OF MERGER

by merger of:

Barber Consulting Services, Inc.

with and into:

PossibleNOW Data Services, Inc.

under the name of:

PossibleNOW Data Services, Inc.

This is a Plan and Agreement of Merger between Barber Consulting Services, Inc., a Florida corporation (the "Merging Corporation"), and PossibleNOW Data Services, Inc., a Georgia corporation (the "Surviving Corporation").

ARTICLE 1 . PLAN OF MERGER

Plan Adopted

1.01. A plan of merger of Merging Corporation and Surviving Corporation, pursuant to Section 607.1101 of the Florida Statutes and Section 14-2-1101 of the Official Code of Georgia Annotated and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) Merging Corporation shall be merged with and into Surviving Corporation, to exist and be governed by the laws of the State of Georgia.

(b) The name of the Surviving Corporation shall be PossibleNOW Data Services, Inc.

(c) When this agreement shall become effective, the separate corporate existence of the Merging Corporation shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Merging Corporation and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of the Merging Corporation, as well as with the assets of the Surviving Corporation.

(e) The shareholders of the Merging Corporation will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of the Merging Corporation surrendered by its shareholders, the

Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

(g) The shareholders of the Surviving Corporation will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of the Surviving Corporation, as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger ("Effective Date") shall be the date when the Articles of Merger are filed by the Department of State of the State of Florida.

ARTICLE 2 . REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Nonsurvivor

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Merging Corporation represents and warrants to the Surviving Corporation as follows:

(a) Merging Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Merging Corporation is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal properties are located and business is transacted.

(b) Merging Corporation has an authorized capitalization consisting of 100 shares of common stock, each of \$0.00 par value, of which 100 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

Survivor

2.02. As a material inducement to Merging Corporation to execute this Agreement and perform its obligations under this Agreement, Surviving Corporation represents and warrants to Merging Corporation as follows:

(a) Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia, with corporate power and authority to own property and carry on its business as it is now being conducted. Surviving Corporation is qualified to transact business as a foreign corporation and is in good standing in all jurisdictions in which its principal

properties are located and business is transacted.

Securities Law

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida and Georgia securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE 3 . COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts.

Submission to Shareholders

3.02. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State Florida and the State of Georgia for approval.

ARTICLE 4 . MANNER OF CONVERTING SHARES

Manner

4.01. The holders of shares of Merging Corporation shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

Basis

4.02. (a) The shareholders of Merging Corporation shall be entitled to receive 1 share of common stock of the Surviving Corporation, for each share of the Merging Corporation held by such shareholder.

ARTICLE 5 . DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01. On the Effective Date, the names of the Directors and principal officers of the Surviving Corporation who shall hold office until the next annual meeting of the shareholders of the Surviving Corporation or until their respective successors have been elected or appointed and qualified are:

(a) Directors: Scott Frey, Rick Stauffer, and Chris Hoover.

(b) Officers:

Scott Frey	President, Chief Executive Officer
Richard Stauffer	Executive Vice President, Secretary, Chief Financial Officer
Chris Hoover	Vice President

ARTICLE 6 . BYLAWS

Bylaws of Survivor

6.01. The bylaws of Surviving Corporation, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7 . NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR

Nature and Survival of Representations and Warranties

7.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Merging Corporation, Surviving Corporation, or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE 8 . TERMINATION

Circumstances

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

(a) By mutual consent of the CEOs of the constituent corporations.

ARTICLE 9 . INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01. Merging Corporation agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Merging Corporation further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows to: Rick Stauffer at the principal business address for PossibleNOW, Inc.


Entire Agreement; Counterparts

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

9.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

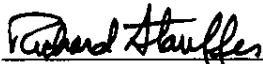
IN WITNESS WHEREOF, this Agreement was executed on December 30, 2008.

 Merging Corporation

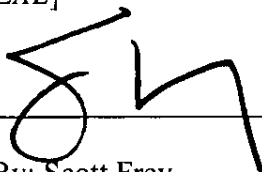
By: Scott Frey

Its: CEO

ATTEST:

 [signature]
Richard Stauffer

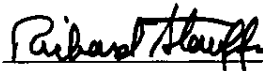
Secretary.....[SEAL]

 Surviving Corporation

By: Scott Frey

Its: CEO

ATTEST:

 [signature]
[typed name] Richard Stauffer

Secretary.....[SEAL]

This instrument was prepared by David J. Reed, Esq., whose address is 1503 Bombay Lane, Roswell, GA, 30076.