

SEP. 22 2006 12:00 PM

CAPITAL CONNECTION

NO. 147

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

PAYPERPOST, INC.

INTO

PAYPERPOST, INC.

Pursuant to the provisions of the Florida Business Corporation Act (the "FBCA"), PayPerPost, Inc., a Florida corporation ("PayPerPost Florida"), and PayPerPost, Inc., a Delaware corporation ("PayPerPost Delaware"), approve and submit the following Articles of Merger to effectuate a merger of PayPerPost Florida with and into PayPerPost Delaware (the "Merger"):

FIRST: The plan of merger for the Merger (the "Plan of Merger"), pursuant to the FBCA, is as set forth in these Articles of Merger, including Exhibit A hereto, which is incorporated herein and constitutes part of these Articles of Merger;

SECTION: The Merger shall become effective when a properly executed certificate of merger is duly filed with the Secretary of State of Delaware and properly executed articles of merger is duly filed with the Secretary of State of Florida.

THIRD: The Plan of Merger was approved by written consent of the Board of Directors and shareholders of PayPerPost Florida dated as of September 21, 2006, and by unanimous written consent of the directors of PayPerPost Delaware dated as of September 21, 2006 and shareholder consent was not required.

Each of PayPerPost Florida and PayPerPost Delaware have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by an authorized officer, as of September 21, 2006.

PayPerPost, Inc., a Florida corporation

By: 

Name: EDWARD HANS MURPHY

Title: PRESIDENT / CEO

PayPerPost, Inc., a Delaware corporation

By: 

Name: EDWARD HANS MURPHY

Title: PRESIDENT / CEO

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AGREEMENT AND PLAN OF MERGER

By and Between

PAYPERPOST, INC., A FLORIDA CORPORATION

AND

PAYPERPOST, INC., A DELAWARE CORPORATION,

Dated as of September 21 2006

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of September 21, 2006 (this "Agreement"), is entered into by and between PayPerPost, Inc., a Florida corporation ("PayPerPost Florida") and PayPerPost, Inc., a Delaware corporation ("PayPerPost Delaware").

BACKGROUND

The respective boards of directors of each of PayPerPost Florida and PayPerPost Delaware have approved this Agreement and the merger of PayPerPost Florida with and into PayPerPost Delaware, with PayPerPost Delaware as the surviving corporation upon the terms and subject to the conditions set forth in this Agreement (the "Merger"). The Merger is a condition precedent to certain investors making an equity investment in PayPerPost Delaware.

Pursuant to and subject to the terms of the Merger, among other things, each outstanding share of common stock of PayPerPost Florida shall be exchanged for 100,000 shares of common stock of PayPerPost Delaware.

The parties to the Agreement intend that the Merger qualify as a "merger," within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement shall be, and hereby is, adopted as a plan of reorganization for purposes of Section 368 of the Code.

AGREEMENT

The parties agree as follows:

ARTICLE I

THE MERGER

Section 1.1 **THE MERGER.** Subject to the terms and conditions of this Agreement and in accordance with General Corporation Law of the State of Delaware ("Delaware Law") and Florida Business Corporation Act ("Florida Law"), at the Effective Time (as defined below), PayPerPost Florida shall be merged with and into PayPerPost Delaware, PayPerPost Delaware shall be the surviving corporation (sometimes called the "Surviving Corporation") in such Merger, and the separate existence of PayPerPost Florida shall thereupon cease.

Section 1.2 **EFFECTIVE TIME.**

(a) The Merger shall become effective when a properly executed certificate of merger (the "Certificate of Merger"), in such form as may be agreed by the parties hereto and as required by the relevant provisions of Delaware Law, is duly filed with the Secretary of State of Delaware and properly executed articles of merger (the "Articles of Merger"), in such form as may be agreed by the parties hereto and as required by the relevant provisions of Florida Law, is duly

Exhibit A-1

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filed with the Secretary of State of Florida, which filings shall be made in connection with the Closing. When used in this Agreement, the term "Effective Time" shall mean the date and time at which the Certificate of Merger has been duly filed with the Secretary of State of Delaware and the Articles of Merger have been duly filed with the Secretary of State of Florida or at such later time as is provided in the Certificate of Merger and the Articles of Merger.

(b) At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate of Merger, the Articles of Merger, and the applicable provisions of Delaware Law and Florida Law. Without limiting the generality of the foregoing, at the Effective Time, all the property, rights, privileges, powers and franchises of PayPerPost Florida and PayPerPost Delaware shall vest in the Surviving Corporation, and all liabilities of PayPerPost Florida and PayPerPost Delaware shall become the liabilities of the Surviving Corporation.

(c) The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of General Counsel Advisors, P.A., Orlando, Florida at 4:00 p.m., local time, on September 21, 2006 (the "Closing Date"), or as soon thereafter as is reasonably practical.

Section 1.3 SURVIVING CORPORATION.

(a) The name of the Surviving Corporation shall be "PayPerPost, Inc."

(b) The Certificate of Incorporation of PayPerPost Delaware as in effect at the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with Delaware Law.

(c) The Bylaws of PayPerPost Delaware as in effect at the Effective Time shall be the Bylaws of the Surviving Corporation until thereafter amended in accordance with Delaware Law.

(d) (i) The directors of PayPerPost Delaware at the Effective Time shall be the initial directors of the Surviving Corporation and shall hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and Bylaws of the Surviving Corporation, or as otherwise provided by Delaware Law.

(ii) The officers of PayPerPost Delaware at the Effective Time shall be the initial officers of the Surviving Corporation and shall hold office from the Effective Time until removed or until their respective successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and Bylaws of the Surviving Corporation, or as otherwise provided by Delaware Law.

Exhibit A-2

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ARTICLE II**TREATMENT OF SHARES**

Section 2.1 CONVERSION OF SHARES. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of PayPerPost Florida common stock that is issued and outstanding prior to the Effective Time shall be converted into the right to receive 100,000 shares of the Surviving Corporation's Series A Common Stock, par value \$.0001 per share (the "Series A Common Stock"), provided, however, that each share of common stock of PayPerPost Florida owned by Mindcomet Corporation, a Florida corporation, that is issued and outstanding prior to the Effective Time shall be converted into the right to receive 100,000 shares of the Surviving Corporation's Series B Common Stock, par value \$.0001 per share (the "Series B Common Stock" and together with the Series B Common Stock, the "Common Stock"). The Series B Common Stock is nonvoting common stock of the Surviving Corporation.

Section 2.2 MECHANICS OF EXCHANGE.

(a) At the Effective Time, each holder of an outstanding certificate or certificates representing shares of PayPerPost Florida's common stock shall be entitled to surrender the certificate or certificates that immediately prior to the Effective Time represented shares of PayPerPost Florida's common stock (the "Certificates") and which were converted into the right to receive shares of the Surviving Corporation's common stock to the Surviving Corporation for cancellation in exchange for shares of the Surviving Corporation's common stock into which such shares of PayPerPost Florida common stock have been converted by virtue of the Merger. Until so surrendered, each outstanding Certificate will represent from and after the Effective Time, for all purposes, only the right to receive the number and series of shares of the Surviving Corporation's common stock into which such shares of PayPerPost Florida common stock shall have been so converted. The shares of Common Stock issued upon the surrender of a Certificate for exchange of the shares of PayPerPost Florida common stock in accordance with the terms of this Agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of PayPerPost Florida common stock.

(b) From and after the Effective Time, there shall be no transfers on the stock transfer books of PayPerPost Florida of shares of PayPerPost Florida common stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates formerly representing PayPerPost Florida common stock are presented to the Surviving Corporation, they shall be cancelled and exchanged as provided in this Section 2.2, except as otherwise provided by applicable law.

(c) If any Certificate shall have been lost, stolen, destroyed, or never issued upon the making of an affidavit of that fact by the shareholder claiming such Certificate to be lost, stolen, destroyed or never issued, the Surviving Corporation will issue or cause to be issued the shares of Common Stock provided in this Section 2.2. When authorizing such issuance in exchange therefor, the Surviving Corporation may, in its discretion and as a condition precedent to the issuance thereof, require such shareholder to give the Surviving Corporation a bond in such sum

Exhibit A-3

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as it may direct as indemnity, or such other form of indemnity, as it shall direct, against any claim that may be made against the Surviving Corporation with respect to the Certificate alleged to have been lost, stolen, destroyed or never issued.

Section 2.3 SUPPLEMENTARY ACTION. If, at any time after the Effective Time, any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm of record in the Surviving Corporation the title to any property or rights of PayPerPost Florida, or otherwise to carry out the provisions of this Agreement, the officers and directors of the Surviving Corporation are hereby authorized and empowered on behalf of PayPerPost Florida in the name of and on behalf of PayPerPost Florida to execute and deliver any and all things necessary or proper to vest or to perfect or confirm title to such property or rights in the Surviving Corporation, and otherwise to carry out the purposes and provisions of this Agreement.

ARTICLE III

MISCELLANEOUS

Section 3.1 ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements and understandings between them concerning the subject matter contained herein or therein.

Section 3.2 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Section 3.3 DESCRIPTIVE HEADINGS; SECTION REFERENCES. The Article and Section headings in this Agreement are for convenience only and shall not affect the meanings or construction of any provision of this Agreement. All references to Articles or Sections of this Agreement are to articles and sections of this Agreement.

Section 3.4 CHOICE OF LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to choice of law principles.

Section 3.5 BINDING EFFECT; BENEFITS. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties or their respective successors and permitted assigns, the shareholders of PayPerPost Florida and PayPerPost Delaware any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 3.6 ASSIGNABILITY. Neither this Agreement nor any of the parties' rights hereunder shall be assignable by either party without the prior written consent of the other party and any attempted assignment without such consent shall be void.

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Section 3.7 WAIVER AND AMENDMENT. Any term or provision of this Agreement may be waived at any time by the party that is entitled to the benefits thereof. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. The parties may, by mutual agreement in writing, amend this Agreement in any respect.

Section 3.8 SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person or circumstances in any jurisdiction, shall not be affected thereby, and to this end the provisions of this Agreement shall be severable.

Exhibit A-5

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SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER

PAYPERPOST FLORIDA:

PayPerPost, Inc., a Florida corporation

By: 

Name: EDWARD HANS MURPHY
Title: PRESIDENT/CEO

PAYPERPOST DELAWARE:

PayPerPost, Inc., a Delaware corporation

By: 

Name: EDWARD HANS MURPHY
Title: PRESIDENT/CEO

Exhibit A-6

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