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MERGER OR SHARE EXCHANGE DIRECT COMMUNICATION SOLUTIONS INC

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merger

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ARTICLES OF MERGER

(Profit Corporations)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Direct Communication Solutions, Inc.	Delaware	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Direct Communication Solutions Inc	Florida	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 04 /12 /2017 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____

The Plan of Merger was adopted by the board of directors of the surviving corporation on 04/07/17 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 04/07/17

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

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Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Direct Communication Solution:

Walter Brown

Christopher Burney, Director and President

Direct Communication Solution

Cheryl L. Barry

Christopher Bursey, Director and President

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AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "*Agreement*"), dated as of April 10, 2017, by and between **DIRECT COMMUNICATION SOLUTIONS, INC.**, a Delaware corporation ("*DCS-DE*"), and **DIRECT COMMUNICATION SOLUTIONS INC.**, a Florida corporation ("*DCS-FL*").

WITNESSETH:

WHEREAS, the Board of Directors of DCS-DE and the Board of Directors and stockholders of DCS-FL have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such entities and their security holders; and

WHEREAS, at the Effective Time (as defined below), pursuant to the transactions contemplated by this Agreement, on the terms and subject to the conditions set forth herein, inter alia, (i) DCS-DE, in accordance with the Delaware General Corporation Law (as amended from time to time, the "*DGCL*") and the Florida Business Corporation Act (the "*FBCA*"), will merge with and into DCS-FL, with DCS-DE as the surviving corporation (the "*Merger*"), and (ii) each share of the common stock of DCS-FL held by the stockholder of DCS-FL (being all outstanding shares of the common stock of DCS-FL) shall be cancelled in exchange for 98,000 shares of DCS-DE common stock.

NOW THEREFORE, in furtherance of the foregoing, the parties agree as follows:

ARTICLE I

MERGER

Section 1.1 **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL and FBCA, DCS-DE shall be merged with and into DCS-FL at the Effective Time of the Merger. Following the Effective Time of the Merger, the separate corporate existence of DCS-FL shall cease, and DCS-DE shall continue as the surviving corporation (the "*Surviving Corporation*"). The effects and the consequences of the Merger shall be as set forth in this Agreement, the DGCL and the FBCA. The name of the Surviving Corporation shall remain "Direct Communication Solutions, Inc."

Section 1.2 **Effective Time.** (a) Subject to the provisions of this Agreement, the parties shall (i) duly prepare, execute and file Articles of Merger (the "*Articles of Merger*") complying with the FBCA with the Secretary of State of the State of Florida; and (ii) duly prepare, execute and file a Certificate of Merger (the "*Certificate of Merger*") complying with the DGCL with the Secretary of State of the State of Delaware. The Merger shall become effective upon the date set forth in the Articles of Merger and Certificate of Merger. The date and time when the Merger shall become effective is hereinafter referred to as the "*Effective Time*."

(b) The Merger shall have the effects set forth in the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, (i) all the properties,

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rights, privileges, immunities, powers and franchises of DCS-FL shall vest in the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of DCS-FL shall become the debts, liabilities, obligations and duties of the Surviving Corporation.

Section 1.3 Certificate of Incorporation. At and following the Effective Time, the Certificate of Incorporation of DCS-DE in effect at the Effective Time shall continue to be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the DGCL.

Section 1.4 Bylaws. At and following the Effective Time, the bylaws of DCS-DE in effect at the Effective Time shall continue in full force and effect as the Bylaws of the Surviving Corporation until thereafter amended as provided therein or by the DGCL.

Section 1.5 Directors. The directors of DCS-DE immediately prior to the Effective Time, as set forth on Schedule A hereto, shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Certificate of Incorporation and Bylaws of the Surviving Corporation, or as otherwise provided by the DGCL.

Section 1.6 Officers. The officers of DCS-DE immediately prior to the Effective Time, as set forth on Schedule A hereto, shall be the officers of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Certificate of Incorporation and Bylaws of the Surviving Corporation, or as otherwise provided by the DGCL.

ARTICLE II

CANCELLATION OF SECURITIES

Section 2.1 Conversion of Securities. At the Effective Time, by virtue of the Merger, each share of capital stock of DCS-FL that is issued, outstanding and held by the stockholders of DCS-FL immediately prior to the Effective Time shall be canceled and extinguished and each such share of capital stock will be converted into 98,000 shares of the common stock of the Surviving Corporation without any payment to be made with respect thereto and (ii) each certificate representing shares of Common Stock of the Surviving Corporation shall remain outstanding.

ARTICLE III

TERMINATION AND AMENDMENT

Section 3.1 Termination. This Agreement may be terminated at any time prior to the Effective Time by the affirmative vote of a majority of the boards of directors of each of DCS-DE and DCS-FL. In the event of such termination, this Agreement shall become null and void and have no effect, without any liability or obligation on the part of DCS-DE or DCS-FL by reason of this Agreement.

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Section 3.2 Amendment. This Agreement may be amended, modified or supplemented at any time prior to the Effective Time by the affirmative vote of the boards of directors of DCS-DE and DCS-FL and evidenced by an instrument in writing signed on behalf of each of the parties.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the California applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of law thereof or of any other jurisdiction.

Section 4.2 Entire Agreement. This Agreement (including the documents and the instruments referred to herein), together with all exhibits, schedules, appendices, certificates, instruments and agreements delivered pursuant hereto and thereto (a) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and (b) except as provided herein, is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

Section 4.3 Counterparts; Signatures. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Any signature page delivered by facsimile or e-mail transmission of images in Adobe PDF or similar format shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party hereto who delivers such a signature page agrees to later deliver an original counterpart to the other parties if so requested.


Section 4.4 Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties hereto further agree to negotiate in good faith to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the greatest extent possible, the economic, business and other purposes of such void or unenforceable provision.

[Signature page follows]

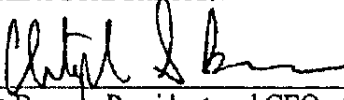
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

**DIRECT COMMUNICATION SOLUTIONS, INC., A
DELAWARE CORPORATION**

By: 
Chris Bursey, President and CEO

**DIRECT COMMUNICATION SOLUTIONS INC, A
FLORIDA CORPORATION**

By: 
Chris Bursey, President and CEO

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SCHEDULE A

SURVIVING CORPORATION OFFICERS AND DIRECTORS

Directors:

Chris Bursey

Officers:

Chris Bursey – Chief Executive Officer, President, Treasurer and Secretary