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MERGER OR SHARE EXCHANGE

OneFusion, Inc.

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Mergers
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ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with Sections 607.1105 of the Florida Statutes:

FIRST: The name, street address of its principal office, jurisdiction, and entity type of the merging party (the "Merged Entity") is as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
OnePos.com Corporation 225 East Robinson Street Suite 455 Orlando, Florida 32801	Florida	Corporation

Florida Document/Registration Number: P03000002606
FEIN: 51-0439926

SECOND: The name, street address of its principal office, jurisdiction, and entity type of the surviving entity is as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
OneFusion, Inc. 1700 Meeting Place Suite 206 Orlando, Florida 32814	Florida	Corporation

Florida Document/Registration Number: P06000139972
FEIN: 20-5814509

THIRD: The Plan of Merger is attached hereto as Exhibit A.

FOURTH: The Plan of Merger was approved by the shareholders holding a majority of the issued and outstanding shares of common stock of the Merged Entity on November 22, 2006.

FIFTH: The Plan of Merger was approved by all of the directors of the Surviving Entity on November 22, 2006; shareholder approval was not required.

SIXTH: These Articles of Merger shall be effective upon their filing with the Florida Department of State;

SEVENTH: This merger is permitted by all laws of the State of Florida and is not prohibited by the Articles of Incorporation or Bylaws of the Surviving Entity or the Articles of Incorporation or Bylaws of the Merged Entity.

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These Articles of Merger comply with and were executed in accordance with the laws of the State of Florida this 29 day of November, 2006.

ONEPOS.COM CORPORATION,
a Florida corporation

By: Travis R. Young
Travis R. Young
President

"Merged Entity"

ONEFUSION, INC.,
a Florida corporation

By: Travis R. Young
Travis R. Young
President

"Surviving Entity"

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EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is effective as of the 27th day of November, 2006, by and between **ONEPOS.COM CORPORATION**, a Florida corporation ("OnePos") and **ONEFUSION, INC.**, a Florida corporation ("OneFusion") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto desire to effect a statutory tax-free merger pursuant to Section 607.1101 of the Florida Business Corporation Act and Section 368(a)(1)(A) of the Internal Revenue Code (the "Merger"), pursuant to which OnePos shall merge with and into OneFusion with OneFusion being the corporation surviving the Merger (the "Surviving Corporation") (where applicable, all future references in this Agreement to OneFusion or the Surviving Corporation shall be deemed to mean one and the same); and

WHEREAS, the Board of Directors of OnePos and the Board of Directors of OneFusion have each determined that it is advisable and for the mutual benefit of their respective corporations and shareholders that OnePos merge with and into OneFusion pursuant to applicable provisions of the laws of the State of Florida, and have approved this Agreement and Plan of Merger (the "Agreement") and the Articles of Merger.

NOW, THEREFORE, in consideration of these premises and the respective mutual promises contained herein, the Parties agree as follows:

1. **Merger.**

(a) **The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Date (as hereinafter defined):

(i) OnePos shall be merged with and into OneFusion, whereupon the separate existence of OnePos shall cease and OneFusion, as the Surviving Corporation, shall continue its corporate existence as the surviving corporation under the laws of the State of Florida;

(ii) The Surviving Corporation shall succeed, without further act or deed on the part of any of the Parties, to all of the rights, privileges and properties, and shall be subject to all of the duties, liabilities and obligations of OnePos from and after the Effective Date.

(iii) The Surviving Corporation will carry on business with the assets of OnePos, as well as with the assets of OneFusion.

(b) **Filing of Merger Documents.** As soon as practicable after the execution hereof, OnePos and OneFusion will deliver for filing to the Florida Department of State duly executed Articles of Merger, and will take such other and further actions, as may be required to make the Merger

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effective as soon as possible. The Merger shall be effective as of the time of filing of the Articles of Merger (the "Effective Date").

(c) **Conversion of OnePos Shares.** Subject to Section 2 below, at the Effective Date, by virtue of the Merger and without any action on the part of the holders thereof, each share of common stock of OnePos shall be converted into and exchanged for 1/75 of a Share of the common stock of the surviving corporation, and each such share of the common stock of OnePos shall be canceled and shall cease to exist.

(d) **Corporate Governance.** The Articles of Incorporation and the bylaws of OneFusion shall continue as the Articles of Incorporation and bylaws of the Surviving Corporation.

2. **OneFusion Shares.**

(a) **Shares Purchased.** In connection with the Merger, in the event the conversion of the OnePos shares as set forth in Section 1(c) above results in a shareholder of OnePos being entitled to a fractional share of the Surviving Corporation, such shareholder shall be paid in cash the fair market value of such fractional share in lieu of receiving such fractional share. The consideration to be paid to each such shareholder shall be based on a current valuation of OnePos.

(b) **Appraisal Rights.** Notwithstanding the foregoing, shareholders who elect to elect to exercise their appraisal rights under Florida law and provide notice thereof pursuant to Section 607.1320(b)(3), Florida Statutes, and have not withdrawn or otherwise lost such rights shall, in accordance with Sections 607.1301-607.1333, Florida Statutes, be paid the fair value of said shareholder's shares.

3. **The Closing.** The consummation of the Merger shall take place at the offices of OneFusion (or such other place as the Parties may agree) as soon as practicable following the execution hereof.

4. **Further Assurances and Cooperation.** The Parties agree that they shall take such further actions, including the preparation, execution, acknowledgment, delivery and filing of all documents, agreements and instruments, necessary or reasonably appropriate to consummate the transactions and fulfill the intent of the parties hereto as contemplated by this Agreement.

5. **Representations and Warranties of OnePos.** As a material inducement to OneFusion to execute this Agreement and perform its obligations under this Agreement, OnePos represents and warrants to OneFusion as follows:

(a) **Organization and Authority.** OnePos is a corporation duly organized, validly existing, and with active status under the laws of the State of Florida and has all requisite corporate power and authority to carry on its business as it is now being conducted and to own the properties and assets owned by it.

(b) **Capitalization.** OnePos has an authorized 1,000 shares of common stock, \$1.00 par value, of which 500 shares are validly issued and outstanding, fully paid, and

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nonassessable on the date of this Agreement.

(c) **Authority Relative to this Agreement.** OnePos has the requisite power and authority to enter into and perform this Agreement, and the execution, delivery and performance of this Agreement and the execution of additional documents and the taking of all actions necessary or appropriate to consummate the transaction contemplated in this Agreement have been duly authorized by OnePos. No further corporate authorization is necessary to consummate the transactions contemplated hereby.

6. **Representations and Warranties of OneFusion.** As a material inducement to OnePos to execute this Agreement and perform its obligations under this Agreement, OneFusion represents and warrants to OnePos as follows:

(a) **Organization and Authority.** OneFusion is a corporation duly organized, validly existing, and with active status under the laws of the State of Florida and has all requisite corporate power and authority to carry on its business as it is now being conducted and to own the properties and assets owned by it.

(b) **Capitalization.** OneFusion has authorized 100 shares of common stock, \$.01 par value, of which 100 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) **Authority Relative to this Agreement.** OneFusion has the requisite power and authority to enter into and perform this Agreement, and the execution, delivery and performance of this Agreement and the execution of additional documents and the taking of all necessary actions necessary or appropriate to consummate the transaction contemplated in this Agreement have been duly authorized by OneFusion. No further corporate authorization is necessary to consummate the transactions contemplated hereby.

7. **Miscellaneous.**

(a) **Survival of Representations, Warranties, Exhibits.** The representations and warranties of all Parties contained in this Agreement and the exhibits hereto, shall survive the consummation of the Merger.

(b) **Entire Agreement; Amendment.** This Agreement and the exhibits hereto, and any written amendments thereof executed by the Parties to this Agreement, constitute the entire agreement, and supersede all prior agreements and understandings, oral or written, among the Parties to this Agreement. This Agreement may not be modified or otherwise amended except by an instrument in writing executed by the Parties to this Agreement.

(c) **Further Assurances.** The Parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further transfers, assignments, endorsements or other instruments as the Parties or their counsel may reasonably request for the purpose of carrying out the transactions contemplated by this Agreement.

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(d) **Attorneys' Fees.** The Parties hereto agree that, in the event any litigation should arise from the transaction described in this Agreement, the prevailing party shall be entitled, in addition to any award for damages, to recover its costs and expenses incurred in connection with such litigation (including its attorneys' fees).

(e) **Waivers.** No course of dealing or any delay or failure on the part of any party hereto in exercising any right, power, privilege or remedy hereunder or under any other instrument given in connection with or pursuant to this Agreement shall impair any such right, power, privilege or remedy or be construed as a waiver of any breach, default or acquiescence relating thereto. No single or partial exercise of any such right, power, privilege or remedy shall be construed as a waiver, or preclude the further exercise, of any such right, power, privilege or remedy or the exercise of any other right, power, privilege or remedy. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

(f) **Governing Law.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Florida. Any litigation arising from a dispute hereunder shall be litigated solely in the Circuit Court of the State of Florida in Orange County, Florida, or in the Federal District Court for the Middle District of Florida, Orlando Division, and the Parties hereto submit to the jurisdiction of such courts and agree that such courts shall be the sole situs of venue for the resolution of any such dispute through litigation.

(g) **Headings and Captions.** The titles or captions of paragraphs and subparagraphs contained in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and, therefore, such titles or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms, provisions, representations, warranties, conditions, etc., in any manner or way whatsoever.

(h) **Binding Effect on Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, personal representatives, heirs and assigns.

[Signatures on Next Page]

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IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger effective the day and year first above written.

ONEPOS.COM CORPORATION

By: Travis R. Young
Travis R. Young, President

ONEFUSION, INC.

By: Travis R. Young
Travis R. Young, President