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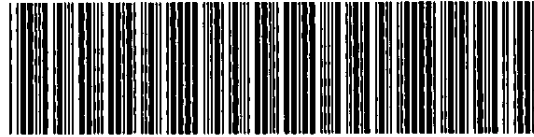
(Business Entity Name)

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2010 APR 12 PM 3:16
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TALLAHASSEE, FLORIDA

4/12/10

COVER LETTER

TO: Registration Section,
Division of Corporations

SUBJECT: eLayaway, Inc.
Name of Surviving Party

Please return all correspondence concerning this matter to:

Matt Mathews, Attorney at Law

Contact Person

Mathews Law Firm, P. A.

Firm/Company

277 Pinewood Drive

Address

Tallahassee, Florida 32303

City, State and Zip Code

doug.salie@elayaway.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Matt Mathews

Name of Contact Person

at (850)

681-9303, Ext. 1

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

[illegible]

eLayaway, Inc.

Director

Doug Salie, Director and CEO

Jason Weilert, Director and CEO

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. . . .

Exhibit A:

. . . .

PLAN OF MERGER

1. The name and state of incorporation of each of the constituent corporations are:

- (i) eLayaway, Inc., a Florida corporation ("eLayaway"); and
- (ii) Tedom Acquisition Corporation., a Florida corporation ("Acquisition Sub").

2. As of the effective time of the filing of this Plan of Merger (this "Plan") with the Secretary of State of the State of Florida (the "Effective Time"), Acquisition Sub will be merged (the "Merger") with and into eLayaway, with eLayaway being the surviving corporation of the Merger (the "Surviving Corporation").

3. Conversion. At and as of the Effective Date, by virtue of the Merger and without any further action on behalf of the Parties or any eLayaway Security Holder, (i) each share of eLayaway Common Stock outstanding immediately prior to the Effective Time that is not a Dissenting Share shall automatically be converted into and become one (1) validly issued, fully paid and non-assessable share of \$0.001 par value common stock of Tedom Capital, Inc., a Delaware corporation ("Tedom") and parent corporation of Acquisition Sub (the "Tedom Common Stock"), (ii) each share of eLayaway Series A outstanding immediately prior to the Effective Time that is not a Dissenting Share shall automatically be converted into and become one (1) validly issued, fully paid and non-assessable share of \$0.001 par value Series A Convertible Preferred Stock of Tedom (the "Tedom Series A"), (iii) each share of eLayaway Series B outstanding immediately prior to the Effective Time that is not a Dissenting Share shall automatically be converted into and become one (1) validly issued, fully paid and nonassessable share of \$0.001 par value Series B Convertible Preferred Stock of Tedom (the "Tedom Series B"), (iv) each share of eLayaway Series C outstanding immediately prior to the Effective Time that is not a Dissenting Share shall automatically be converted into and become one (1) validly issued, fully paid and non-assessable share of \$.001 par value Series C Convertible Preferred Stock of Tedom (the "Tedom Series C"), (v) each share of eLayaway Series D outstanding immediately prior to the Effective Time that is not a Dissenting Share shall automatically be converted into and become one (1) validly issued, fully paid and non-assessable share of \$.001 par value Series D Convertible Preferred Stock of Tedom (the "Tedom Series D"), (vi) each eLayaway Warrant for two (2) shares shall automatically be converted into and become a warrant to purchase one (1) validly issued, fully paid and non-assessable share of Tedom Common Stock (the "Tedom Warrants;" and collectively with the Tedom Common stock, the Tedom Series A, the Tedom Series B, the Tedom Series C and the Tedom Series D, the "Tedom Securities"), (vii) each Dissenting Share shall be converted into the right to receive payment from the Surviving Corporation with respect thereto in ccordance with the provisions of applicable state law and (viii) all the eLayaway Securities that are unissued or held in treasury shall be cancelled. Each certificate formerly evidencing ownership of shares of eLayaway securities shall, from and after the Effective Time, instead evidence only the right to receive the Tedom Securities corresponding to such shares of eLayaway securities.

4. At the Effective Time, each share of common stock of Acquisition Sub ("Acquisition Sub Common Stock") issued and outstanding immediately prior to the Effective Time shall, by virtue of the

Merger and without any action on the part of the holders thereof, be converted into one share of the common stock of the Surviving Corporation ("Surviving Corporation Common Stock"). Each certificate formerly evidencing ownership of shares of Acquisition Sub Common Stock shall, from and after the Effective Time, instead evidence only ownership of such shares of Surviving Corporation Common Stock.

5. The Articles of Incorporation of eLayaway, as of immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation.

6. The Bylaws of eLayaway, as of immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation.

7. The directors of eLayaway, as of immediately prior to the Effective Time, shall be the initial directors of the Surviving Corporation, until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal. The officers of eLayaway, as of immediately prior to the Effective Time, shall be the initial officers of the Surviving Corporation, until their respective successors are duly appointed or until their earlier death, resignation or removal.

8. Each holder of the Tedom Securities issued pursuant the Merger, shares issuable upon any permitted conversion of the Tedom Securities issued pursuant to the Merger and shares issuable upon exercise of the Tedom Warrants issued pursuant to the Merger (collectively, the "Lock-Up Shares") shall be prohibited from, directly or indirectly, selling, offering to sell, contracting to sell, assigning, pledging, hypothecating, encumbering or otherwise transferring, or entering into any contract, option or other arrangement or understanding with respect to the sale, assignment, pledge or other disposition (collectively, "Transfer") Lock Up Shares (as hereinafter defined) during the period commencing on the Effective Time and ending on the one-year anniversary of the Effective Time (the "Lock-up Period"). The restrictions shall not apply to shares of Tedom's capital stock acquired by the holders of the Lock-Up Shares in the open market.

9. The name of the Surviving Corporation shall be "eLayaway, Inc."

10. The executed Plan is on file at the principal place of business of the Surviving Corporation, located at: eLayaway, Inc., 1625 Summit Lake Drive, Hillside Building, Suite 205, Tallahassee, Florida 32317.

11. A copy of the Plan will be furnished by the Surviving Corporation on written request and without cost, to any stockholder of any constituent corporation.