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TALLAHASSEE, FLORIDA

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4-23-13

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CardFact II, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Valerie B. Mangine

Contact Person

Douthit Frets Rouse Gentile & Rhodes, LLC

Firm/Company

5250 W. 116th Place, Suite 400

Address

Leawood, KS 66211

City/State and Zip Code

vmangine@dfrglaw.com

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

For further information concerning this matter, please call:

Valerie B. Mangine

Name of Contact Person

At (913)

387-1600

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

(Attach additional sheets if necessary)

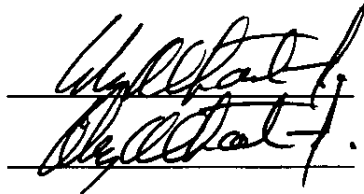
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

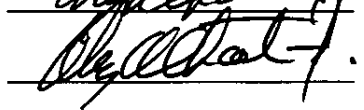
Typed or Printed Name of Individual & Title

CardFact II, Inc.



Wayne A. Chatham, Jr.

CardFact III, Inc.



Wayne A. Chatham, Jr.

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is dated as of April 11, 2013, by and among CardFact II, Inc., a Florida corporation ("CF2"), and CardFact III, Inc., a Florida corporation ("CF3"). CF2 and CF3 are sometimes collectively referred to as the "Constituent Companies" and individually as a "Constituent Company".

WHEREAS, CardFact Holding, Inc., a Florida corporation ("CF Holding"), is the sole shareholder of each of CF2 and CF3; and

WHEREAS, each of CF Holding, the Board of Directors of CF2 and the Board of Directors of CF3 believes that it is in the best interests of CF2 and CF3, that the Constituent Companies combine into a single company through the merger of CF3 with and into CF2, on the terms and conditions set forth herein (the "Merger");

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties and agreements contained herein, the Constituent Companies agree as follows:

ARTICLE I THE MERGER

1.1 Terms and Conditions of the Merger. The terms and conditions of the Merger, the mode of carrying the same into effect and the manner and basis of converting the outstanding securities of the Constituent Companies are as set forth in this Article I.

1.2 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.3 hereof), CF3 will be merged with and into CF2 in accordance with the provisions of the Florida Business Corporation Act (the "Florida Code"), whereupon the separate existence of CF3 will cease, and CF2 will continue as the surviving entity (the "Surviving Entity"). From and after the Effective Time, the Surviving Entity will possess all rights, privileges, powers and franchises and be subject to all restrictions, disabilities and duties of the Constituent Companies, all as more particularly described in this Agreement and as provided by the Florida Code.

1.3 Effective Time. As soon as practicable after each of the conditions set forth in Section 1.4 of this Agreement have been satisfied or waived, the Constituent Companies will file, or cause to be filed Articles of Merger with the Department of State of the State of Florida as prescribed by the Florida Code (the "Articles of Merger"). The Merger will become effective at 11:59 p.m. on April 30, 2013 (the "Effective Time").

1.4 Conditions to the Merger. It shall be conditions to the Merger, and specifically the filing of the Articles of Merger, as contemplated by Section 1.3 above, that (i) the sole shareholder of CF2 shall have approved this Agreement and the Merger, and (ii) the sole shareholder of CF3 shall have approved this Agreement and the Merger.

1.5 Effect of the Merger. At and after the Effective Time, the Merger will have the effects set forth in this Agreement and the applicable provisions of the Florida Code. Without limiting the generality of the foregoing, at and after the Effective Time, the separate existence of CF3 shall cease, and CF2, as the Surviving Entity shall succeed, without other transfer, act, or deed, to all the rights and property, whether real, personal, or mixed, of CF3, and shall be subject to all debts and liabilities of CF3 as if CF2 had incurred them.

1.6 Effect on the Outstanding Securities of CF2 and CF3. At the Effective Time, by virtue of the Merger and without any action on the part of either of the Constituent Companies:

(a) Each of the 1,000 shares of CF3 common stock issued, outstanding and held by CF Holding, constituting all of the issued and outstanding capital stock of CF3 as of the Effective Time, shall be, without further act or deed, cancelled and extinguished.

(b) Each of the 1,000 shares of CF2 common stock issued, outstanding and held by CF Holding, constituting all of the issued and outstanding capital stock of CF2 as of the Effective Time, shall not be affected by the merger and shall be and remain held by CF Holding and shall continue to constitute all of the issued and outstanding stock of CF2.

1.7 Articles, Bylaws, Board of Directors and Officers of CF2. On and after the Effective Time:

(a) The Articles of Incorporation of CF2 as presently in effect shall continue to be, without change, the Articles of Incorporation of CF2 as the Surviving Entity unless and until altered or amended in a manner provided by the Articles of Incorporation of CF2 or by law.

(b) The Bylaws of CF2 as presently in effect shall continue to be without change the Bylaws of CF2 as the Surviving Entity unless and until altered or amended in a manner provided by the Articles of Incorporation of CF2, such Bylaws or by law.

(c) The present members of the Board of Directors of CF2 shall continue to serve as the Board of Directors of CF2 as the Surviving Entity until their respective successors are duly elected or qualified or until their earlier death, resignation or removal in accordance with CF2's Bylaws.

(d) The present officers of CF2 shall continue to serve as the officers of CF2 as the Surviving Entity until their respective successors are duly elected or qualified or until their earlier death, resignation or removal in accordance with CF2's Bylaws.

1.8 Agreement Pending Closing of Merger. From and after the date of this Agreement until the Effective Time, the transfer books of CF3 shall be closed and no shares of capital stock of CF3 shall be issued to any person or entity, nor shall CF3 agree to issue to any person or entity or grant any person or entity any right to acquire any shares of capital stock or other instrument convertible into shares of capital stock of CF3, except pursuant to the terms of

or as contemplated by this Agreement. It is the intent of the Constituent Companies that except as otherwise provided by this Agreement all securities of CF3 outstanding immediately prior to the Effective Time, and all rights in existence prior to the Effective Time to acquire or otherwise receive any security of CF3, be extinguished as a result of the Merger.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE PARTIES

CF2 and CF3 represent and warrant to each other as follows:

2.1 Corporate Organization; Due Authority. Each Constituent Company represents and warrants to the other than such representing Constituent Company is duly organized, validly existing and in good standing under the laws of the State of Florida, with the requisite power and authority to carry on its respective business as it is now being conducted, to own, operate and lease its properties and assets and to enter into and perform its obligations under this Agreement.

2.2 Capitalization of CF3. CF3 represents to CF2 that (i) the total number of issued and outstanding shares of CF3 capital stock is 1,000 shares of common stock; (ii) all such issued and outstanding shares are duly authorized, validly issued to CF Holding, fully paid and nonassessable; and (iii) there are no outstanding options, warrants or other rights of any kind to acquire any additional shares of capital stock of CF3 or securities convertible into or exercisable or exchangeable for, or which otherwise confer on the holder thereof any right to acquire, any additional shares of capital stock of CF3, nor is CF3 committed to issue any such option, warrant, right or security.

2.3 Capitalization of CF2. CF2 represents to CF3 that (i) the total number of issued and outstanding shares of CF2 capital stock is 1,000 shares of common stock; (ii) all such issued and outstanding shares are duly authorized, validly issued to CF Holding, fully paid and nonassessable; and (iii) there are no outstanding options, warrants or other rights of any kind to acquire any additional shares of capital stock of CF2 or securities convertible into or exercisable or exchangeable for, or which otherwise confer on the holder thereof any right to acquire, any additional shares of capital stock of CF2, nor is CF2 committed to issue any such option, warrant, right or security.

ARTICLE III MISCELLANEOUS

3.1 Expenses. Each Constituent Company shall pay its own expenses incidental to the preparation of this Agreement and other transactions contemplated by this Agreement.

3.2 Contents of Agreement; Amendment; Parties in Interest. This Agreement sets forth the entire understanding of the Constituent Companies with respect to the transactions contemplated by this Agreement. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are terminated, null and void, and are superseded by this Agreement. This Agreement shall not be amended or

modified except by written instrument duly executed by the Constituent Companies.

3.3 Assignments and Binding Effect. This Agreement may not be assigned by either Constituent Company without the prior written consent of the other Constituent Company. Any such assignment or purported assignment shall be null and void.

3.4 Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof by a written instrument duly executed by such party.

3.5 Notices. Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by overnight courier, delivery charges prepaid, or by registered or certified mail, postage prepaid, or by facsimile transmission, confirmation received at such other address as the addressee may have specified in a notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communications will be deemed to have been given as of the date personally delivered or sent by facsimile, the next business day if sent by overnight courier, and the third business day if mailed, excluding the day of mailing.

3.6 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida, without giving effect to any applicable principles of conflicts of law.


3.7 No Third Party Beneficiary Rights. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and all parties expressly disclaim any and all third party benefits or the intention to create any third party benefits under this Agreement.

3.8 Severability. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions.

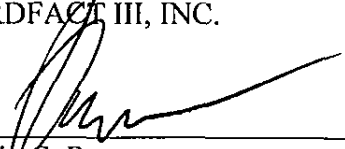
3.9 Multiple Counterparts; Facsimile. This Agreement may be signed in one or more counterparts or by facsimile signature, each of which shall be an original, with the same effect as if all signatures were on the same instrument and were original signatures.

INTENDING TO BE LEGALLY BOUND, the parties hereto have duly executed this Agreement to be effective as of the date first above written.

CARDFACT II, INC.

By: 
Wayne A. Chatham, Jr.
Chief Executive Officer

CARDFACT III, INC.

By: 
Phillip C. Rouse
Secretary