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CRAIGHEAD LAW  
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Marietta, Georgia 30068

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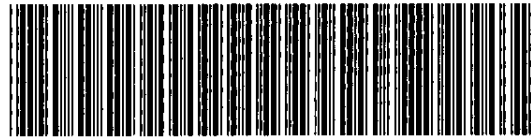
(Business Entity Name)

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FILED  
11 MAR 31 AM 8:32  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

TR 4-16-11

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March 24, 2011

**VIA FIRST CLASS MAIL**

Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**Re: Certificate of Merger of Stallion Systems, Inc.**

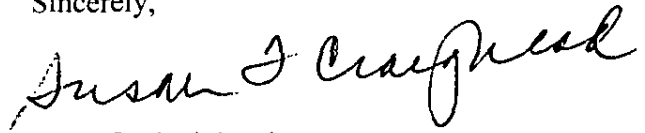
Dear Sir or Madam:

Enclosed herein are the following:

1. Articles of Merger of Stallion Systems, Inc. in accordance with Section 607.1105 of the Florida Business Corporation Act;
2. A copy of the Plan of Merger; and
2. a check in the amount of \$70.00 in payment of the merger filing fees.

Upon receipt, please file the Articles of Merger and notify me by e-mail when the Certificate has been filed. Please contact me should you require additional information.

Sincerely,

  
Susan T. Craighead

ARTICLES OF MERGER

FILED  
11 MAR 31 AM 8:33  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

I.

The names of the merging corporations are Stallion Systems, Inc, a Florida corporation ("**Stallion FL**"), which is the surviving corporation, and Stallion Systems, Inc., a Georgia corporation ("**Stallion GA**"), which is being merged with and into Stallion FL.

II.

The executed Plan of Merger is attached hereto as Exhibit A and incorporated herein by this reference.

III.

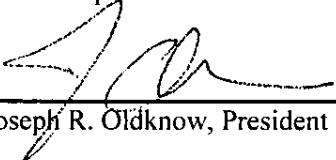
The Board of Directors of Stallion FL adopted the Plan of Merger on March 20, 2011; shareholder approval of the merger was not required. The Board of Directors of Stallion GA adopted, and its shareholders approved, the Plan of Merger on March 20, 2011.

IV.

Pursuant to the Plan of Merger, the merger shall be effective on the date and time of filing of these Articles of Merger with the Florida Department of State (the "Effective Date").

IN WITNESS WHEREOF, the undersigned officers of Stallion FL and Stallion GA have executed these Articles of Merger below.

STALLION SYSTEMS, INC.,  
a Florida corporation

By:   
Joseph R. Oldknow, President

STALLION SYSTEMS, INC.,  
a Georgia corporation

By:   
Joseph R. Oldknow, President

## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is entered into this 20<sup>th</sup> day of March, 2011 by STALLION SYSTEMS, INC., a Georgia corporation ("Stallion GA"), and STALLION SYSTEMS, INC. a Florida corporation ("Stallion FL").

### **BACKGROUND**

The Board of Directors has determined that it is advisable and for the benefit of Stallion GA to change its domicile to the State of Florida. The change of domicile will be accomplished by means of a merger (the "**Merger**") of Stallion GA with and into Stallion FL. This Plan is adopted without the approval of the shareholders of Stallion FL pursuant to Section 607.1103(7) of the Florida Business Corporation Act (the "FL Act").

### **Section 1. Merger**

**Section 1.1. Merger.** On the Effective Date (as hereinafter defined), Stallion GA shall be merged with and into Stallion FL and Stallion FL shall be the surviving corporation of the Merger (sometimes referred to hereafter as the "Survivor"). Stallion GA and Stallion FL shall be referred to as the "Constituent Corporations." The Merger shall in all respects have the effect provided for in the GA Code, the FL Act and this Plan of Merger.

**Section 1.2. Survivor.** Stallion FL shall continue its existence as a corporation under the laws of the State of Florida.

**Section 1.3 Effect of Merger.** Without limiting the foregoing, on and after the Effective Date, the separate existence of Stallion GA shall cease, and in accordance with the terms of this Plan of Merger, the Survivor shall possess all the rights, privileges, immunities and franchises, of a public or private nature, of each of the Constituent Corporations; and all debts due on whatever account, including subscriptions to shares, and all other choses in action and all and every other interest of or belonging to or due to either of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Survivor without further act or deed; and all property, rights and privileges, powers and franchises and all and every other interest shall thereafter effectively be the property of the Survivor as they were of the respective Constituent Corporations, and the title to any real estate, whether by deed or otherwise, vested in either of said Constituent Corporations, shall not revert or be in any way impaired by reason of this Merger. The Survivor shall thenceforth be responsible and liable for all of the liabilities and obligations of the Constituent Corporations. Any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Survivor may be substituted in its place. Neither the rights of creditors nor any liens upon property of either of the Constituent Corporations shall be impaired by the Merger.

**Section 1.4 Corporate Action.** Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time the Survivor shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in the Survivor, according to the terms hereof, the title to any property or rights of Stallion GA, then the last acting officers of Stallion GA or the corresponding officers of the Survivor, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Survivor, and otherwise to carry out the purposes of this Plan of Merger.

## **Section 2. Terms and Conditions of Merger**

### **Section 2.1. Manner of Converting Shares.** Upon the Effective Date:

All of the shares of Stallion GA's common stock, no par value, issued and outstanding immediately prior to the Effective Date, by virtue of the Merger and, without any action on the part of the shareholders thereof, shall be cancelled. Each Shareholder of Survivor whose shares were outstanding immediately prior to the Effective Date will hold the same number of shares with the identical designations, rights, preferences and limitations immediately after the Merger.

**Section 2.2. Directors and Officers.** The Directors and Officers of Stallion FL immediately prior to the Effective Date shall continue as the Directors and Officers of the Survivor.

**Section 2.3 Articles of Incorporation.** The Articles of Incorporation of Survivor immediately prior to the Merger shall will not differ in any way following the Merger.

**Section 2.3. Bylaws** The Bylaws of Stallion GA immediately prior to the Effective Date shall be the Bylaws of Survivor following the Effective Date.

**Section 2.4. Effectiveness of Merger.** Stallion GA shall cause a Certificate of Merger be filed in accordance with the laws of the State of Georgia as soon as practicable. Survivor shall cause Articles of Merger to be filed in accordance with the laws of the State of Florida as soon as practicable. The Merger shall become effective as to each Constituent Corporation as of the close of business on the date on which the Certificate of Merger is filed with the Secretary of State of Georgia and the Articles of Merger are filed with the Florida Department of State (said date is herein referred to as the "Effective Date").

**Section 2.5. Termination.** At any time prior to the filing and recordation of the Certificate of Merger with the Secretary of State of Georgia, the parties hereto may terminate and abandon this Plan of Merger by mutual written consent.

**Section 2.6. Amendments.** The parties to this Plan of Merger, prior to the Effective Date, may amend, modify and supplement this Plan of Merger in such manner as they may mutually agree in writing.


## **Section 3. Miscellaneous**

**Section 3.1. Counterparts.** This Plan of Merger may be executed in counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument.


**Section 3.2. Limitations.** Except as otherwise provided in this Plan of Merger, nothing contained herein is intended, nor shall be construed, to confer upon or give any person, firm or corporation, other than the Constituent Corporations and their respective stockholder, any rights or remedies under or by reason of this Plan of Merger.

IN WITNESS WHEREOF, the undersigned officer has executed this Plan of Merger to be adopted as of the date hereinabove first written.

STALLION SYSTEMS, INC .  
a Georgia corporation

By;   
Joseph R. Oldknow, President CEO

STALLION SYSTEMS, INC .  
a Florida corporation

By;   
Joseph R. Oldknow, President CEO