

P12000078454

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

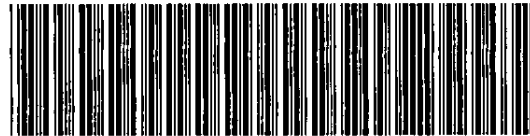
(Business Entity Name)

(Document Number)

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Morgan

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 OCT 12 PM 3:00

OCT 12 2012
T. ROBERTS



FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 28, 2012

JAMES VOIGT
LAVELLE LAW, LTD.
501 W COLFAX STREET
PALATINE, IL 60067

SUBJECT: RSM.SOLUTIONS, INC.
Ref. Number: P12000078454

We have received your document for RSM SOLUTIONS, INC. and your check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

There is a balance due of \$35.00.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Tina Roberts
Regulatory Specialist II

Letter Number: 012A00024216

RECEIVED

SEP 29 AM 8:22



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PALATINE, ILLINOIS 60067
TELEPHONE: 847-705-7555
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KERRY M. LAVELLE
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MATTHEW J. SHEAHIN
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WRITER'S DIRECT LINE:
847-705-9763

WRITER'S E-MAIL:
JDVOIGT@LAVELLELAW.COM

WRITER'S DIRECT FAX:
847-241-1198

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KELLY A. ANDERSON
JAMES D. VOIGT
SAMI AZHARI
LANCE C. ZIEBELL
JOSHUA A. NESSER
KRISTINA B. REGAL
CARRIE HARRINGTON

October 11, 2012

SENT VIA FEDERAL EXPRESS MAIL

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

Re: RSM SOLUTIONS, INC.

Dear Sir or Madam:

Enclosed please find the executed form Articles of Merger, along with an Agreement and Plan of Merger document for RSM Solutions, Inc. that was previously sent to you, along with a notice from your office. A second check is enclosed to cover the filing fee. Please file the aforementioned as soon as possible and thank you for your assistance regarding this matter.

Sincerely,
LAVELLE LAW, LTD.

A handwritten signature in dark ink, appearing to read "James D. Voigt", is written over the typed name. The signature is fluid and cursive.

James D. Voigt

Enclosures

cc:

S:\5251-5500\5252\Merger.Florida.ltr.10.10.12.doc

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: RSM SOLUTIONS, 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:

JAMES VOIGT

Contact Person

LAVELLE LAW, LTD.

Firm/Company

501 W COLFAX STREET

Address

PALATINE, IL 60067

City/State and Zip Code

JWILSON@RSMSOLUTIONSINC.COM

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

For further information concerning this matter, please call:

JAMES VOIGT

Name of Contact Person

At (847)

705-7555

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

EXHIBIT A
Articles of Merger

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 OCT 12 PM 3:00

12 OCT 12 PM 3:00

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
RSM SOLUTIONS, INC.	FLORIDA	P12000078454

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
RSM SOLUTIONS, INC.	ILLINOIS	D 6233 123 2

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

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 09/20/2012

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 09/20/2012

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)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

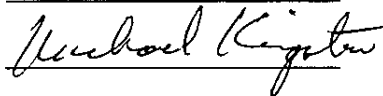
Typed or Printed Name of Individual & Title

RSM SOLUTIONS, INC. (U)



MICHAEL KINGSTON, PRESIDENT

RSM SOLUTIONS, INC. (F)



MICHAEL KINGSTON, PRESIDENT

AGREEMENT AND PLAN OF MERGER

RSM Solutions, Inc. merging into RSM Solutions, Inc.

THIS AGREEMENT AND PLAN OF MERGER, dated as of the 20th day of September, 2012, is entered into by and between RSM Solutions, Inc., an Illinois corporation (the "Company"), and RSM Solutions, Inc., a Florida corporation (referred to herein as "Buyer" or the "Surviving Corporation"). The Company and Buyer are sometimes collectively referred to herein as the "Constituent Corporations."

WITNESSETH

WHEREAS, the Company is a corporation duly organized and validly existing under the laws of the State of Illinois; and

WHEREAS, the Buyer is a corporation duly organized and validly existing under the laws of the State of Florida; and

WHEREAS, the aggregate number of shares of capital stock that the Company has authority to issue is 10,000 shares of Common Stock, with no par value (the "Company Common Stock"), of which 1,000 shares are issued and outstanding;

WHEREAS, the aggregate number of shares of capital stock that Buyer has authority to issue is 1,000 shares of Common Stock, with no par value (the "Surviving Corporation Common Stock"), of which 1,000 shares are issued and outstanding pursuant to this Agreement;

WHEREAS, the shareholders of the Company and Buyer and the Boards of Directors of each of the Constituent Corporations, by resolutions duly adopted, each have approved this Agreement and Plan of Merger and declared it to be advisable and in the best interest of the Constituent Corporations and their shareholders that the Company be merged with and into Buyer under and pursuant to the provisions of the Illinois Business Corporation Act of 1983 and Section 607.1105 of the Florida Business Corporations Act, as each is respectively amended, and approved such merger on and subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the premises and the mutual agreements and benefits herein set forth and hereby provided, the Company and Buyer agree as follows:

1. *The Merger.* At and as of the Effective Time (as defined herein), Company shall be merged with and into Buyer (the "Merger") whereupon:

(a) the separate existence of the Company shall cease and Buyer shall be the Surviving corporation of the Merger.

(b) the Surviving Corporation shall possess all the rights, privileges, immunities, and franchises of a public nature, as well as of a private nature, of each of the Constituent Corporations; all property, real, personal and mixed, 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 each of the Constituent Corporations shall be taken and deemed to be

transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger;

(c) the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, and the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger;

(d) the Articles of Incorporation of the Surviving Corporation as then in effect shall be the Articles of Incorporation of the Surviving Corporation until amended or changed in accordance with Illinois law;

(e) the By-laws of the Surviving Corporation as then in effect shall be the By-laws of the Surviving Corporation until amended, changed or repealed; and

(f) the directors and officers of Buyer in office immediately prior to the Merger shall be the directors and officers of the Surviving Corporation until their respective successors shall have been elected and have qualified or until their earlier resignation, removal or replacement.

2. *Conversion of Shares.* At and as of the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

(a) This transaction is intended to be a tax-free statutory merger pursuant to Internal Revenue Code Section 368(a)(1)(A). As such, the sole shareholder of the Company, Michael Kingston, shall be entitled to receive an equal number of additional shares ("Shares") in Buyer. The value of Buyer shall increase by the increase in net assets acquired from Company and Michael Kingston shall therefore receive an increase in the value of his stock currently held in Buyer. The shareholder hereby accepts and agrees that such increase in the value of his shares in Buyer shall be the sole and adequate consideration for the transaction set forth in this Agreement. Immediately upon the Effective Date, all outstanding shares of Company Common Stock shall cease to be outstanding and shall be cancelled and retired and holders of Company Common Stock shall thereafter cease to have any rights with respect to such shares of Company Common Stock, except for the right to receive the consideration as set forth above.

(b) Each share of Surviving Corporation Common Stock shall remain outstanding.

(c) The holders of the Surviving Company Common Stock shall be issued a certificate representing that number of whole shares of Surviving Company Common Stock. No interest will be paid or accrued on the cash in lieu of fractional shares, if any, payable to holders of shares of Company Common Stock who receive shares of the Surviving Company Common Stock.

3. *Shareholder Approval; Articles of Merger; Effective Date*

(a) The Company represents and warrants that this Agreement and the consummation by the Company of the plan of merger set forth herein have been duly authorized and approved by the Board of Directors and the shareholders of the Company in accordance with the Illinois Business Corporation Act of 1983, as amended.

(b) Buyer represents and warrants that this Agreement and the consummation by the Buyer of the plan of merger set forth herein have been duly authorized and approved by the Board of Directors and the shareholders of the Buyer in accordance with Florida Business Corporations Act (Section 607 of the Florida Statutes) as amended.

(c) Company has authorized capital consisting of 10,000 shares of Common Stock, no par value per share, of which 1,000 shares are outstanding, all of which outstanding shares are validly issued, fully paid and non-assessable. There are no shares of Company's capital stock held in its treasury. There are no options, warrants, rights, shareholder agreements or other instruments or agreements outstanding giving rights to acquire any shares of capital stock of Company, nor are there any commitments to issue or execute any such options, warrants, rights, shareholder agreements, or other instruments or agreements. There are no outstanding stock appreciation rights or similar rights measured with respect to any of Company's capital stock, nor are there any instruments or agreements giving anyone the right to acquire any such rights.

(d) As soon as practicable after the date hereof, the Company and Buyer agree to cause Articles of Merger (the "Articles of Merger") to be properly executed and filed with the Secretary of State of Illinois in accordance with the Illinois Business Corporation Act of 1983; and with the Florida Department of State, Division of Corporations in accordance with the Florida Business Corporations Act, and in accordance with this Agreement. The merger shall be deemed effective (the "Effective Time") as of the date on which the Florida Secretary of State shall issue a certificate of merger for the Merger.


4. *Further Assurances.* If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other agreements are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property right of the Company, the officers or directors of the Company in office immediately prior to the Effective Time shall in the name of such corporation execute and deliver all such proper deeds, assignments, and assurances in law and do all things necessary and proper to vest, perfect or confirm title to such property rights in the Surviving Corporation and otherwise carry out the provisions of this Agreement, and the officers and directors of the Surviving Corporation are authorized in the name of the Company, Buyer or otherwise to take any and all such action.

[*Signatures appear on following page.*]


IN WITNESS WHEREOF, the Company and Buyer have caused this Agreement to be executed and delivered by a duly appointed officer on the day and year first written above.

AGREED:


RSM SOLUTIONS, INC.,
an Illinois corporation.


By: Michael Kingston
Its: President

RSM SOLUTIONS, INC.,
an Illinois corporation.


By: Michael Kingston
Its: President

RATIFIED AND AGREED:


Michael Kingston, individually