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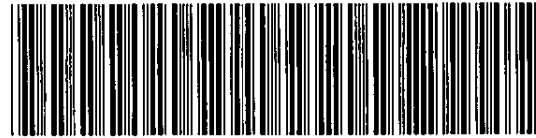
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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*Merger*

03/27/14--01005--001 \*\*157.50

FILED  
2014 MAR 26 AM 9:27  
DEPT. OF STATE  
TALLAHASSEE, FLORIDA

*DR*  
*3/27/14*

# NOWAK LAW GROUP

LIFE PLANNING, TAX & BUSINESS LAW, TRUSTS & ESTATES

PROVIDING INTEGRATED LIFETIME SOLUTIONS<sup>SM</sup>

## COVER MEMORANDUM WITH FILING INSTRUCTIONS

DATE: March 25, 2014

SENT VIA: FEDX

ENTITY: PULSE CASHFLOW, INC. (Foreign Profit Corporation)

REFERENCE: F13000001458

SENT TO: **Annette Ramsey**  
Florida Department of State  
Clifton Building  
2661 Executive Center Cir.  
Tallahassee, FL 32301

ITEMS: Formation of PULSE CASHFLOW, INC., a Florida corporation, and Articles of Merger merging PULSE CASHFLOW, INC., a Delaware corporation (currently qualified to do business in Florida) into newly formed PULSE CASHFLOW, INC., a Florida corporation, with PULSE CASHFLOW, INC., a Florida corporation as the surviving entity.

INSTRUCTIONS: Enclosed for immediate filing are the **Articles of Incorporation of PULSE CASHFLOW, INC.**, the **Articles of Merger**, and the **Agreement and Plan of Merger**, together with a check in the amount of **\$157.50** covering the payment of the following:

Filing Fee for new corporation	\$ 70.00
Fee for Certified Copy of Articles of Organization	8.25
Filing Fees for Certificate of Merger	70.00
Fee for Certified Copy of Articles of Merger	8.25
Total Amount of Check	<u>\$157.50</u>

**FIRST FILE THE ARTICLES OF INCORPORATION**  
**THEN FILE THE ARTICLES OF MERGER WITH THE AGREEMENT**  
**AND PLAN OF MERGER.**

Any questions and all correspondence concerning this matter should be directed to the following person:

Mark L. Nowak, Esq.  
Nowak Law Group, P.A.  
601 N. Congress Ave., Suite 431  
Delray Beach, Florida 33445  
Telephone: 561-921-0140  
Email: [Mark@NowakLawGroup.com](mailto:Mark@NowakLawGroup.com)

FILED

2014 MAR 26 AM 9:27

DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
OF  
PULSE CASHFLOW, INC.  
A DELAWARE CORPORATION  
INTO  
PULSE CASHFLOW, INC.  
A FLORIDA CORPORATION

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Sections 607.1105 and 607.1107, Florida Statutes:

First: The name and jurisdiction of the surviving corporation: is

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
PULSE CASHFLOW, INC.	FLORIDA	UNKNOWN

Second: The name and jurisdiction of the merging corporation: is

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
PULSE CASHFLOW, INC.	DELAWARE	F13000001458

Third: The Agreement and Plan of Merger, in compliance with Section 607.1101, Florida Statutes and with the laws of the State of Delaware, is attached.

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. The Agreement and Plan of Merger was adopted by the Stockholders of the surviving corporation on March 25, 2014.

Sixth: Adoption of Merger by merging corporation. The Agreement and Plan of Merger was adopted by the Stockholders of the merging corporation on March 25, 2014.

Seventh: SIGNATURES FOR EACH CORPORATION

PULSE CASHFLOW, INC.,  
a Florida corporation

PULSE CASHFLOW, INC.,  
a Delaware corporation

By:   
Toni Georgina Dare, President

By:   
Toni Georgina Dare, President

## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of March 25, 2014 by and between PULSE CASHFLOW, INC., a Delaware corporation ("PCFI Delaware"), and PULSE CASHFLOW, INC., a Florida corporation ("PCFI Florida"). PCFI Delaware and PCFI Florida are hereinafter sometimes collectively referred to as the "Constituent Corporations."

### **RECITALS**

A. PCFI Delaware was incorporated on December 4, 2012. Its current authorized capital stock consists of: 100 shares of Common Stock, \$1.00 par value ("PCFI Delaware Stock"), of which 100 shares are issued and outstanding.

B. PCFI Florida was incorporated on the Effective Date (as defined below). Its authorized capital stock consists of: 100 shares of Common Stock, with a par value of \$1.00 per share ("PCFI Florida Stock"), of which 100 shares are issued and outstanding.

C. The respective Boards of Directors of PCFI Delaware and PCFI Florida deem it advisable and to the advantage of each of the Constituent Corporations that, pursuant to Title 8, Section 252 of the Delaware General Corporation Law (the "Delaware Act") and Florida Business Corporation Act, section 607.1105, Florida Statutes (the "Florida Act"), PCFI Delaware merge with and into PCFI Florida upon the terms and subject to the conditions set forth in this Merger Agreement for the purpose of effecting a change of the state of incorporation of PCFI Delaware from Delaware to Florida.

D. The Boards of Directors of each of the Constituent Corporations have approved this Merger Agreement.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that PCFI Delaware shall merge with and into PCFI Florida on the following terms, conditions and other provisions:

1. **MERGER AND EFFECTIVE TIME.** In accordance with the provisions of this Merger Agreement, the Delaware Act and the Florida Act, at the Effective Time (as defined below), PCFI Delaware shall be merged with and into PCFI Florida (the "Merger"), and PCFI Florida shall be the surviving corporation of the Merger (the "Surviving Corporation"). The Merger shall become effective upon the close of business on the date (the "Effective Date") when a duly executed copy of this Merger Agreement, along with all required officers' certificates, is filed with the Secretary of State of the State of Florida, (the "Effective Time").

2. **EFFECT OF MERGER.** At the Effective Time, the separate corporate existence of PCFI Delaware shall cease; the corporate identity, existence, powers, rights and immunities of PCFI Florida as the Surviving Corporation shall continue unimpaired by the Merger; and PCFI Florida shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations,

restrictions and duties of PCFI Delaware, all without further act or deed. The Article of Incorporation of the Surviving Corporation shall be the Articles of Incorporation.

3. **GOVERNING DOCUMENTS.** At the Effective Time, the Articles of Incorporation of PCFI Florida in effect immediately prior to the Effective Time shall become the Articles of Incorporation of the Surviving Corporation and the Bylaws of PCFI Florida in effect immediately prior to the Effective Time shall become the Bylaws of the Surviving Corporation.

4. **DIRECTORS AND OFFICERS.** At the Effective Time, the directors and officers of PCFI Florida shall be and become the directors and officers (holding the same titles and positions) of the Surviving Corporation and after the Effective Time shall serve in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

5. **CONVERSION OF SHARES OF PCFI DELAWARE.** Subject to the terms and conditions of this Merger Agreement, at the Effective Time, each share of PCFI Delaware Stock outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and non-assessable, issued and outstanding share of PCFI Florida Stock.

6. **CANCELLATION OF SHARES OF PCFI FLORIDA.** At the Effective Time, all of the previously issued and outstanding shares of PCFI Florida Common Stock that were issued and outstanding immediately prior to the Effective Time shall be automatically retired and canceled.

7. **STOCK CERTIFICATES.** At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of PCFI Delaware Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of PCFI Florida Stock into which such shares of PCFI Delaware Stock are converted as provided herein. The registered owner on the books and records of PCFI Delaware of any such outstanding stock certificate for PCFI Delaware Stock shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to PCFI Florida or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of PCFI Florida Stock evidenced by such outstanding certificate as above provided.

8. **EMPLOYEE BENEFIT PLANS.** At the Effective Time, the obligations of PCFI Delaware under or with respect to every plan, trust, program and benefit, if any, then in effect or administered by PCFI Delaware for the benefit of the directors, officers and employees of PCFI Delaware shall become the lawful obligations of PCFI Florida and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, PCFI Florida hereby expressly adopts and assumes all obligations of PCFI Delaware under such employee benefit plans.

9. **FURTHER ASSURANCES.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of PCFI Delaware such deeds, assignments and other instruments, and there shall be taken

or caused to be taken by it all such further action as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of PCFI Delaware, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of PCFI Delaware, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

10. **CONDITION.** The consummation of the Merger is subject to the approval of this Merger Agreement and the Merger contemplated hereby by the sole Stockholder of PCFI Delaware and by the sole Stockholder of PCFI Florida, prior to or at the Effective Time.

11. **ABANDONMENT.** At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of PCFI Delaware or PCFI Florida, notwithstanding approval of this Merger Agreement by the Boards of Directors and Stockholders of PCFI Delaware and PCFI Florida.

12. **AMENDMENT.** At any time before the Effective Time, this Merger Agreement may be amended, modified or supplemented by the Boards of Directors of the Constituent Corporations, notwithstanding approval of this Merger Agreement by the Stockholders of PCFI Delaware and PCFI Florida; provided, however, that any such amendment made subsequent to the adoption of this Agreement by the sole Stockholder of PCFI Delaware or the sole Stockholder of PCFI Florida shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of any class or series of PCFI Delaware; (ii) alter or change any of the terms of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms or conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any shares of any class or series of PCFI Delaware or PCFI Florida.

13. **TAX-FREE REORGANIZATION.** The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, and the regulations promulgated thereunder, as amended from time to time.

14. **COPY OF MERGER AGREEMENT.** A copy of this Merger Agreement will be furnished by the Surviving Corporation on request, without cost, to any Stockholder of the Constituent Corporations.

15. **SERVICE OF PROCESS.** The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware Act, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State

shall mail any such process to the surviving corporation c/o Nowak Law Group, P.A., 601 N. Congress Ave., Suite 431, Delray Beach, Florida 33445.

16. **GOVERNING LAW.** This Agreement shall be governed by and construed under the internal laws of the State of Florida as applied to agreements among Delaware residents entered into and to be performed entirely within Delaware, without reference to the principles of conflicts of law or choice of laws, except to the extent that the laws of the State of Florida would apply in matters relating to the internal affairs of PCFI Florida and the Merger.

17. **COUNTERPARTS.** In order to facilitate the filing and recording of this Merger Agreement, this document may be executed in any number of counterparts and by different parties in separate counterparts, and each counterpart shall be deemed to be an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Merger Agreement having first been duly approved by resolutions of the Board of Directors of the Constituent Corporations is hereby executed on behalf of each of the Constituent Corporations and attested by their respective officers hereunto duly authorized.

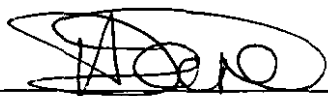
**PULSE CASHFLOW, INC.,**  
a Florida corporation

By: \_\_\_\_\_

  
Toni Georgina Dare, President

**PULSE CASHFLOW, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

  
Toni Georgina Dare, President