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Merger
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**MERGER OR SHARE EXCHANGE
EWINWIN, INC.**

Certificate of Status	0
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(plus 7pg of
Articles filed
today
for EwinWin, Inc.)

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GALLAHADIE, FLORIDA

ARTICLES OF MERGER
OF
EWINWIN, INC., a Delaware corporation,
INTO
EWINWIN, INC., a Florida corporation

EWINWIN, INC., a Delaware corporation ("Delaware eWinWin") (Delaware File Number 3151137), and EWINWIN, INC., a Florida corporation formed on March 13, 2015 (the "Company") (Florida Document Number not yet assigned), acting in compliance with the provisions of Section 607.1105, *Florida Statutes*, hereby certify as follows:

1. An Agreement of Merger and Plan of Reorganization (the "Plan of Merger") was approved by the board of directors and shareholders of each of Delaware eWinWin and the Company on March 13, 2015. Pursuant to the Plan of Merger, Delaware eWinWin is to be merged with and into the Company with the Company as the surviving or resulting entity. The material terms of the merger are set forth in the Plan of Merger attached hereto as Exhibit "A" and made a part hereof.

2. The merger shall be effective as of the date of filing these Articles of Merger with the Florida Department of State.

Dated: March 13, 2015

EWINWIN, INC.,
a Delaware corporation

By: 
Greg Mesaros, President

EWINWIN, INC.,
a Florida corporation

By: 
Greg Mesaros, President

Exhibit "A"

PLAN OF MERGER

See attached.

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This AGREEMENT OF MERGER AND PLAN OF REORGANIZATION (the "**Agreement**") is made and entered into as of March 13, 2015, by and between EWINWIN, INC., a Delaware corporation with a mailing address of 5334 Primrose Lake Circle, Tampa, Florida 33657 ("**Delaware eWinWin**"), and EWINWIN, INC., a Florida corporation with an address of 5334 Primrose Lake Circle, Tampa, Florida 33657 ("**Florida eWinWin**"). Delaware eWinWin and Florida eWinWin are from time to time herein referred to as the "**Constituent Corporations**."

BACKGROUND INFORMATION

Delaware eWinWin desires to merge with and into Florida eWinWin, with Florida eWinWin being the surviving corporation. The Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations and their respective shareholders that Delaware eWinWin be merged with and into Florida eWinWin. Each of the Constituent Corporations has, subject to approval by its shareholders, adopted the Agreement of Merger and Plan of Reorganization embodied in this Agreement. Accordingly, in consideration of the terms hereof, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

OPERATIVE PROVISIONS

ARTICLE I

The Merger

1.01 **The Merger**. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Delaware eWinWin shall be merged with and into Florida eWinWin in accordance with the applicable laws of the State of Florida (the "**Merger**"). The separate existence of Delaware eWinWin shall cease, and Florida eWinWin shall be the surviving corporation (the "**Surviving Corporation**") and shall be governed by the laws of the State of Florida.

1.02 **Effective Date**. The Merger shall become effective on the date and at the time set forth in the Articles of Merger (the "**Effective Date**"), in substantially the form annexed hereto as **Exhibit "A"**, such Articles of Merger to be filed with the Secretary of State of the State of Florida, all after satisfaction of the requirements of the applicable laws of the State of Florida prerequisite to such filings, including, without limitation, the approval of the shareholders of the Constituent Corporations.

1.03 **Articles of Incorporation**. On the Effective Date, the Articles of Incorporation of Florida eWinWin, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

1.04 **By-Laws**. On the Effective Date, the By-Laws of Florida eWinWin, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the By-Laws of the Surviving Corporation.

1.05 **Directors and Officers**. The directors and officers of Florida eWinWin immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the By-Laws of the Surviving Corporation.

1.06 Tax Consequences. It is intended by the Constituent Corporations that the Merger shall constitute a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code.

ARTICLE II

Conversion of Shares

2.01 Delaware eWinWin Capital Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, every nine (9) shares of Delaware eWinWin common stock outstanding immediately prior thereto shall be changed and converted into one fully paid and non-assessable share of the common stock of the Surviving Corporation, par value \$.001 per share (the "Survivor Stock"). Payment in cash shall be made in lieu of the issuance or recognition of fractional shares of the Surviving Corporation.

2.02 Florida eWinWin Capital Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Florida eWinWin common stock outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

2.03 Exchange of Certificates. Each person who becomes entitled to receive Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practicable after the Effective Date, a certificate or certificates representing the number of shares of Survivor Stock to which such person is entitled as provided herein.

ARTICLE III

Effect of the Merger

3.01 Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with, all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Delaware eWinWin and Florida eWinWin; all property of every description and every interest therein and all debts and other obligations of or belonging to or due to each of Delaware eWinWin and Florida eWinWin on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate or any interest therein vested in Delaware eWinWin or Florida eWinWin shall not revert or in any way be impaired by reason of this Merger; and all of the rights of creditors of Delaware eWinWin and Florida eWinWin shall be preserved unimpaired, and all liens upon the property of Delaware eWinWin or Florida eWinWin shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.02 Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Delaware eWinWin such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform to record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Delaware eWinWin and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving

Corporation are fully authorized in the name and on behalf of Delaware eWinWin or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE IV

Miscellaneous

4.01 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Delaware eWinWin or Florida eWinWin or both, notwithstanding the approval of this Agreement by the shareholders of Delaware eWinWin and Florida eWinWin.

4.02 Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors of either Delaware eWinWin or Florida eWinWin or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the shareholders of such Constituent Corporation.

4.03 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and, so far as applicable, the merger provisions of the Florida Business Corporation Act.

4.04 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

4.05 Tax Purposes. The effective date of the Merger shall be January 1, 2015 for federal income tax purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

EWINWIN, INC.,
a Delaware corporation

By: 
Greg Mesaros, President

EWINWIN, INC.,
a Florida corporation

By: 
Greg Mesaros, President

[SIGNATURE PAGE TO AGREEMENT OF MERGER AND PLAN OF REORGANIZATION]

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Dated: March 13, 2015

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