

P94000021354

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP  WAIT  MAIL

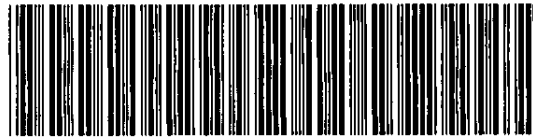
(Business Entity Name)

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DEPARTMENT OF STATE  
18 MAY 29 PM 1:29

SECRETARY OF STATE  
FILING SECTION

FILED  
13 MAY 29 AM 8:42

MAY 30 2013

T. ROBERTS

CORPDIRECT AGENTS, INC. (formerly CCRS)  
515 EAST PARK AVENUE  
TALLAHASSEE, FL 32301  
222-1173

FILING COVER SHEET  
ACCT. #FC<sup>A</sup>-23

CONTACT: KATIE WONSCH

DATE: 05/29/2013

REF. #: 7752070.8780351

CORP. NAME: PINE ACQUISITION CORP. into LEARNSOMETHING, INC.

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION   | <input type="checkbox"/> ARTICLES OF AMENDMENT  | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT               | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME         |
| <input type="checkbox"/> FOREIGN QUALIFICATION       | <input type="checkbox"/> LIMITED PARTNERSHIP    | <input type="checkbox"/> LIMITED LIABILITY       |
| <input type="checkbox"/> REINSTATEMENT               | <input checked="" type="checkbox"/> MERGER      | <input type="checkbox"/> WITHDRAWAL              |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION |   |  |
| <input type="checkbox"/> OTHER:                      |   |  |

STATE FEES PREPAID WITH CHECK# 70002997 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

\_\_\_\_\_ COST LIMIT: \$ \_\_\_\_\_

PLEASE RETURN:

- |  |   |   |
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| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS     |   |   |

Examiner's Initials

COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: LEARN SOMETHING, 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:

Asnardo Garro  
Contact Person

Avila Rodriguez Hernandez Mena & Ferri LLP  
Firm/Company

2525 Ponce de Leon Blvd, Suite 1225  
Address

Coral Gables, Florida 33134  
City/State and Zip Code

agarro@arhmf.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Asnardo Garro (305) 779-3573  
Name of Contact Person 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

**FILED**

13 MAY 29 AM 8:42

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**

of

**PINE ACQUISITION CORP.,**  
a Florida corporation

with and into

**LEARNSOMETHING, INC.,**  
a Florida corporation

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes, in connection with the merger (the "**Merger**") of Pine Acquisition Corp. (the "**Merging Corporation**") with and into LearnSomething, Inc. (the "**Surviving Corporation**").

**First:** The name and jurisdiction of the surviving corporation is as follows:

<b>NAME</b>	<b>JURISDICTION</b>	<b>DOCUMENT NUMBER</b>
LEARNSOMETHING, INC.	FLORIDA	P94000021354

**Second:** The name and jurisdiction of each merging corporation is as follows:

<b>NAME</b>	<b>JURISDICTION</b>	<b>DOCUMENT NUMBER</b>
PINE ACQUISITION CORP.	FLORIDA	P13000035954

**Third:** An Agreement and Plan of Merger (the "**Merger Agreement**"), dated as of May 14, 2013, among the Surviving Corporation, the Merging Corporation, the parent of the Merging Corporation and the representative of the stockholders of the Surviving Corporation has been approved and adopted, by the directors and shareholders of each of the Surviving Corporation and Merging Corporation in accordance with the requirements of the Florida Business Corporation Act. The Plan of Merger, which forms an integral part of and is evidenced by the Merger Agreement, is described in Exhibit A attached hereto.

**Fourth:** The Merger shall become effective on May 31, 2013.

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**Fifth:** The Merger Agreement and Plan of Merger were approved and adopted by the Directors of the Surviving Corporation on May 13, 2013, and the Shareholders of the Surviving Corporation on May 28, 2013.

**Sixth: Fifth:** The Merger Agreement and Plan of Merger were approved and adopted by the Directors of the Merging Corporation on May 13, 2013, and the Shareholders of the Merging Corporation on May 14, 2013.

[SIGNATURE PAGE TO FOLLOW]

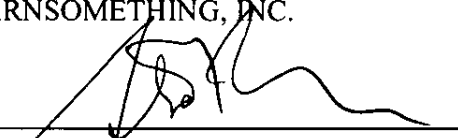
IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of May 29, 2013.

**Surviving Corporation:**

**Merging Corporation:**

LEARNSOMETHING, INC.

PINE ACQUISITION CORP.

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

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

Name: Steven L. Roden

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of May 29, 2013.

**Surviving Corporation:**

**Merging Corporation:**

LEARNSOMETHING, INC.

PINE ACQUISITION CORP.

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

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

Name: Steven L. Roden

Name: John A. London

Title: CEO

Title: Vice President

**EXHIBIT A  
PLAN OF MERGER**

The following describes the terms of the Plan of Merger which forms an integral part and is evidenced by the Merger Agreement and is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the surviving corporation (the “Surviving Corporation”) is as follows:

NAME	JURISDICTION	DOCUMENT NUMBER
LEARNSOMETHING, INC.	FLORIDA	P94000021354

**Second:** The name and jurisdiction of each merging corporation (the “Merging Corporation”) is as follows:

NAME	JURISDICTION	DOCUMENT NUMBER
PINE ACQUISITION CORP.	FLORIDA	P13000035954

**Third:** The following describes certain terms and conditions of the Merger and the manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the Surviving Corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the Surviving Corporation or any other corporation or, in whole or in part, into cash or other property:

The Merger. Upon the terms and subject to the conditions set forth in the Merger Agreement, and in accordance with the relevant provisions of the Florida Business Corporation Act, the Merger will occur on May 31, 2013, at which time the separate existence of the Merging Corporation shall cease and the Surviving Corporation shall continue as the Surviving Corporation and shall succeed to and assume all the rights and obligations of the Merging Corporation in accordance with applicable law.

Effects of the Merger; Conversion of Shares. The Merger shall have the effects as set forth in the applicable provisions of the Florida Business Corporation Act and shall have the following effects:

- a) As of the Effective Time, by virtue of the Merger and without any action on the part of any Stockholder of the Surviving Corporation, all of the issued and outstanding Stock of the Surviving Corporation shall be converted into the right to receive, subject to a Stockholder’s execution and delivery to the Paying Agent of



a Transmittal Letter substantially in the form attached to the Merger Agreement as Exhibit 2.4(a), on an aggregate basis, the Closing Merger Consideration, or shall be cancelled, all described as follows:

- i. Each share of Common Stock outstanding immediately prior to the Effective Time shall be converted into the right to receive, without interest, the Merger Preference of one cent (\$0.01) per share.
- ii. Each share of Series A Preferred outstanding immediately prior to the Effective Time shall be converted into the right to receive, without interest, the Merger Preference of one cent (\$0.01) per share.
- iii. Each share of Series B Preferred outstanding immediately prior to the Effective Time shall be converted into the right to receive, without interest, the Merger Preference of one cent (\$0.01) per share.
- iv. Each share of Series C Preferred outstanding immediately prior to the Effective Time shall be converted into the right to receive, without interest, the Merger Preference of one cent (\$0.01) per share.
- v. Each share of Series D Preferred outstanding immediately prior to the Effective Time shall be converted into the right to receive, without interest, the Merger Preference of one cent (\$0.01) per share.
- vi. Each share of Series E Preferred outstanding immediately prior to the Effective Time shall be converted into the right to receive, without interest, an amount equal to the product obtained by multiplying the Series E Liquidation Preference Amount times a fraction, the numerator of which is one (1) and the denominator of which is the total number of shares of Series E Preferred outstanding immediately prior to the Effective Time; provided that approximately 81.42% of that amount will be paid into an Indemnity Escrow at closing and held subject to payment of Buy-Side Claims and to the extent not used for the payment of Buy-Side Claims, will be paid to the holders of the Series E Preferred shares outstanding immediately prior to the Effective Time within thirty (30) days following eighteen (18) months after the Closing Date.
- vii. Each share of Series F Preferred outstanding immediately prior to the Effective Time shall be converted into the right to receive, without interest, an amount equal to the product obtained by multiplying (A) the sum of (1) the Series F Liquidation Preference Amount and (2) the Series F Participation Amount times (B) a fraction, the numerator of which is one (1) and the denominator of which is the total number of shares of Series F Preferred outstanding immediately prior to the Effective Time; provided that approximately 4.41% of that amount will be paid into an Indemnity Escrow at closing and held subject to payment of Buy-Side

Claims and to the extent not used for the payment of Buy-Side Claims, will be paid to the holders of the Series F Preferred shares outstanding immediately prior to the Effective Time within thirty (30) days following eighteen (18) months after the Closing Date.

- viii. Each issued and outstanding share of Stock with respect to which appraisal rights under the Florida Business Corporation Act have been timely and properly exercised shall not be converted into the right to receive any portion of the Closing Merger Consideration and shall be converted into the right to receive payment from the Surviving Corporation with respect thereto as provided by the Florida Business Corporation Act, unless and until the holder of any such Stock shall have failed to perfect or shall have effectively withdrawn or lost his, her or its appraisal rights and payment under the Florida Business Corporation Act, in which case such Stock shall thereupon be deemed, as of the Effective Time, to have been cancelled and extinguished and been converted into the right to receive a portion of the Closing Merger Consideration as provided hereunder. From and after the Effective Time, no Stockholder who has demanded appraisal rights shall be entitled to vote his, her or its Stock for any purpose or to receive payment of distributions on his, her or its Stock, except dividends or other distributions payable to Stock of record at a date prior to the Effective Time.
  - ix. Surrendered share certificates shall be cancelled by the Surviving Corporation or the Paying Agent.
  - x. Each issued but not outstanding share of Stock that is held by the Surviving Corporation as treasury stock immediately prior to the Effective Time shall be cancelled.
  - xi. Each outstanding option, warrant, subscription, calls, commitments or other rights obligating the Surviving Corporation to issue or sell any capital stock of the Surviving Corporation or any securities convertible into or exercisable for any capital stock of other securities of the Surviving Corporation shall be cancelled.
- b) The Closing Merger Consideration paid in accordance with the terms of Article III of the Merger Agreement shall be deemed to have been paid in full satisfaction of all rights pertaining to the Stock held by each Stockholder.
- c) As of the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each issued and outstanding share of stock in Merging Corporation shall be converted into one issued and outstanding share of Common Stock of the Surviving Corporation, such that the shareholder(s) of the Merging Corporation shall become the only shareholder(s) of the Surviving Corporation.

Payment of Closing Merger Consideration; Indemnity Escrow. The Closing Merger Consideration shall be paid to each Stockholder of the Surviving Corporation in accordance with the terms and conditions set forth in the Merger Agreement, and a portion thereof shall be subject to and paid into an Indemnity Escrow to be established and held by the Indemnity Escrow Agent as a source of funds available for payment of the indemnification obligations of the Sell-Side Parties contained in Article XII and Article XIII of the Merger Agreement. The Indemnity Escrow shall be established, held and released in accordance with the terms of the Merger Agreement and the Paying Agent and Escrow Agreement.

Officers and Directors. Upon consummation of the Merger, the officers and directors of Merging Corporation, as of the Effective Time, shall become the officers and directors of the Surviving Corporation and shall hold such offices in accordance with and subject to the articles of incorporation and the bylaws of the Surviving Corporation, as in effect immediately after the Effective Time.

Other Terms and Conditions. All capitalized terms used and not otherwise defined herein or in the Articles of Merger shall have the meaning ascribed to such terms in the Merger Agreement. The terms and conditions of the Merger are more specifically detailed in the Merger Agreement, as approved and adopted by the Board of Directors and shareholders of the Surviving Corporation and Merging Corporation.

**Fourth:** The Articles of Incorporation and the Bylaws of the Surviving Corporation, in effect at the Effective Time, shall be the Articles of Incorporation and the Bylaws of the Surviving Corporation until thereafter changed or amended in accordance with the provisions thereof and applicable law.