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MERGER OR SHARE EXCHANGE

GOLDSRING, INC.

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Merger
12/18/08

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA**ARTICLES OF MERGER**
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Goldspring, Inc.</u>	<u>Nevada</u>	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Goldspring, Inc.</u>	<u>Florida</u>	

Third: The Plan of Merger is attached.

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

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 11/12/2008 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 11/14/2008

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)

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Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Goldspring, Inc.

Robert Faber, CEO

Goldspring, Inc.

Robert Faber, CEO

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PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger 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:

Name

Jurisdiction

Goldspring, Inc.

Nevada

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Goldspring, Inc.

Florida

Third: The terms and conditions of the merger are as follows:

See attached agreement and plan of merger.

Fourth: 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 or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached agreement and plan of merger.

(Attach additional sheets if necessary)

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THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

See attached articles of incorporation of the surviving entity.

Other provisions relating to the merger are as follows:

See attached agreement and plan of merger.



AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of November 12, 2008 ("Agreement"), between Goldspring, Inc., a Florida corporation ("Goldspring Florida"), and Goldspring, Inc., a Nevada corporation ("Goldspring Nevada").

Recitals

Whereas, the Board of Directors of Goldspring Florida has approved a change of legal domicile to the State of Nevada as being in the best interests of the corporation and its shareholders; and

Whereas, the change of legal domicile through the merger ("Merger") with Goldspring Nevada will take place under the terms and conditions set forth in this Agreement;

Now Therefore, in consideration of the respective representations, warranties, covenants and agreements contained in this Agreement, Goldspring Florida and Goldspring Nevada hereby agree as follows:

ARTICLE I - THE MERGER

1.01 The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the relevant provisions of the Florida Business Corporation Act ("Florida Statute") and the Nevada Business Corporation Act ("Nevada Statute"), respectively, Goldspring Florida will be merged with and into Goldspring Nevada as soon as practicable following the satisfaction or waiver, if permissible, of the conditions set forth in Article IV of this Agreement. Following the Merger, Goldspring Nevada will continue as the surviving corporation and will continue its existence under the laws of the State of Nevada, and the separate corporate existence of Goldspring Florida will cease.

1.02 Effective Date. As soon as practicable following the satisfaction or waiver, if permissible, of the conditions set forth in Article IV of this Agreement, the Merger will be consummated by filing with the Secretaries of State of the States of Florida and Nevada, respectively, Articles of Merger, and any other appropriate documents ("Articles of Merger") in accordance with the Florida Statute and the Nevada Statute, respectively. The Merger will become effective at such time as the Articles of Merger are duly filed, or at such later time as specified in the Articles of Merger (the time the Merger becomes effective being the "Effective Date").

1.03 Effects of the Merger. The Merger will have the effects specified in the Florida Statute and the Nevada Statute, respectively.

1.04 Directors and Officers of Goldspring Nevada. After the Effective Date, the initial directors and officers of Goldspring Nevada, as the surviving corporation, will be those persons most recently elected as officers and directors of Goldspring Florida.

Such persons will serve until their successors will have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with Goldspring Nevada's Certificate of Incorporation and by laws.

ARTICLE II - EXCHANGE OF SHARES

2.01 Share Exchange. On the Effective Date by virtue of the Merger, each share of common stock and/or Preferred stock of Goldspring Florida held by the shareholders of Goldspring Florida will be deemed exchanged for corresponding shares of the common stock and/or Preferred stock as the case may be of Goldspring Nevada. Promptly after the Effective Date, Goldspring Nevada may issue to each shareholder of Goldspring Florida a certificate representing the common stock and/or preferred stock to be issued to each shareholder and in each event each shareholder of Goldspring Florida will be required to exchange and surrender the certificate representing all of such shareholder's shares in Goldspring Florida. At the close of business on the day of the Effective Date, the stock ledger of Goldspring Florida will be closed. Notwithstanding anything to the foregoing, should the Board of Directors of Goldspring Florida elect to reverse split the common stock of Goldspring

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Florida simultaneously with this merger, the number of shares of common stock of Goldspring Nevada received for each share of Goldspring Florida shall be in the same ratio as the stock split approved by Goldspring Florida's Board.

ARTICLE III - COVENANTS

3.01 Further Action. The parties will, subject to the fulfillment at or before the Effective Date of each of the conditions of performance set forth in Section IV herein, perform such further acts and execute such documents as may be reasonably required to effect the Merger.

3.02 Consent of Shareholders. Goldspring Florida will submit the Merger to its shareholders for their consideration and consent in accordance with the Florida Statute and other provisions of applicable law. Goldspring Florida will notify Goldspring Nevada that the consent of the shareholders has been obtained.

3.03 Best Efforts to Close. The parties hereto agree to use their best efforts to close the transactions contemplated hereby as soon as practicable after the execution of this Agreement.

ARTICLE IV - CONDITIONS TO CONSUMMATION OF THE MERGER

4.01 Conditions to Each Party's Obligation to Effect the Merger. The respective obligations of each party to effect the Merger are subject to the satisfaction or waiver, where permissible, prior to the Effective Date, of the following conditions:

(a) This Agreement will have been approved by the affirmative vote of the shareholders of Goldspring Florida by the requisite vote in accordance with applicable law;

(b) No statute, rule, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent), will have been enacted, entered, promulgated or enforced by any court or governmental authority which is in effect and has the effect of prohibiting the consummation of the Merger, provided, however, that each of the parties will have used its best efforts to prevent the entry of any injunction or other order and to appeal as promptly as possible any injunction or other order that may be entered.

ARTICLE V - MISCELLANEOUS

5.01 Assignment, Binding Effect; Benefit; Entire Agreement. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assign any rights, remedies, obligations or liabilities under or by reason of this Agreement. This Agreement and any documents delivered by the parties in connection herewith constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings (oral and written) among the parties with respect thereto. No addition to or modification of any provision of this Agreement will be binding upon any party hereto unless made in writing and signed by all parties hereto.

5.02 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision, clause, section or part of this Agreement is so broad as to be unenforceable, the provision, clause, section or part will be interpreted to be only so broad as is enforceable, and all other provisions, clauses, sections or parts of this Agreement which can be effective without such unenforceable provision, clause, section or part will, nevertheless, remain in full force and effect.

5.03 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada without regard to its rules of conflict of laws.

5.04 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

5.05 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

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Each counterpart may consist of a number of copies of this Agreement each of which may be signed by less than all of the parties hereto, but together all such copies will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its respective officers hereunto duly authorized, all as of the day and year first above written.

GOLDSRING, INC. (Florida)

By: Robert T. Faber
Title: President

GOLDSRING, INC. (Nevada)

By: Robert T. Faber
Title: President