

F11000003165

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

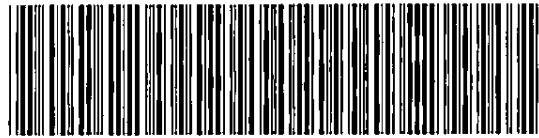
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FILED
18 JUN -5 AM 9:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED
18 JUN -5 PM 1:44
SECRETARY OF STATE

JUN 11 2018
S. YOUNG



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 6, 2018

CT CORP
3458 LAKESHORE DRIVE
TALLAHASSEE, FL 32312

SUBJECT: MATRIXCARE, INC. (DE)
Ref. Number: F11000003165

6/8/18

Corrected:

Please keep original
file date.

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

The current name of the entity is as referenced above. Please correct your document accordingly.

LIST THE NAME AS SHOWN ON OUR RECORD AS A CROSS REFERENCE NAME AND PROVIDE THE DOCUMENT NUMBER

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.

Shelia H Young
Regulatory Specialist II

Letter Number: 318A00011731

18 JUN -8 PM 2:20

REGISTRY

CT Corp.

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: ~~6/5/2018~~ 6/8/18

Acc#120160000072



Name:	Advanced Answers on Demand, Inc.
Document #:	
Order #:	11002121

Certified Copy of Arts & Amend:	<input type="checkbox"/>	
Plain Copy:	<input type="checkbox"/>	
Certificate of Good Standing:	<input type="checkbox"/>	
	<input type="checkbox"/>	
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:
		Number of Certs:

Filing:	Certified:
	Plain:
	COGS:

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ 78.75

Thank you!

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)
MatrixCare, Inc. (DE)	Delaware	F11000003165
_____	_____	_____

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Advanced Answers on Demand, Inc.	Florida	P95000090378
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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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.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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 03/29/2018

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 03/29/2018

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)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("**Agreement**"), dated as of March 29, 2018, by and between MatrixCare, Inc., a Delaware corporation ("**Acquiror**"), and Advanced Answers on Demand, Inc., a Florida corporation (the "**Company**").

WHEREAS, the Company is a wholly owned subsidiary of the Acquiror;

WHEREAS, the Boards of Directors and Shareholders of the Acquiror and the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Delaware General Corporation Law ("**DGCL**") and the Florida Business Corporation Act (the "**FBCA**"), will merge with and into the Acquiror, with the Acquiror as the Surviving Corporation (the "**Merger**");and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA and Section 252 of the DGCL, the Company shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and the Acquiror shall continue as the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the DGCL.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger (the "**Certificate of Merger**") complying with Section 252(c) of the DGCL with the Secretary of State of the State of Delaware with respect to the Merger. The Merger shall become effective on June 5th, 2018 (the "**Effective Time**").

(b) The Merger shall have the effects set forth in the DGCL, including without limitation, Section 259 of the DGCL. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Acquiror, as the Surviving Corporation, and (ii) all debts, liabilities, obligations and duties of the Company shall

become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. Organizational Documents. The by-laws of the Acquiror in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the DGCL or FBCA, and the certificate of incorporation of the Acquiror in effect at the Effective Time, as may be amended pursuant to the Certificate of Merger, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the DGCL or FBCA.

4. Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the DGCL or FBCA. The directors and officers of the Company shall be deemed to have resigned such positions immediately prior to the Effective Time.

5. Conversion of Securities. The Acquiror owns all of the issued and outstanding common stock of the Company. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror the Company or its shareholder:

(a) all shares of common stock of the Company, par value \$0.01 per share ("**Company Common Stock**"), issued and outstanding immediately prior to the Effective Time are owned by Acquiror and will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of capital stock of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Stock Certificates. Upon surrender by the stockholders of the Company of the certificate or certificates (the "**Certificates**") that immediately prior to the Effective Time evidenced outstanding shares of Company Common Stock to Acquiror for cancellation, together with other documents as Acquiror shall require, the Certificate (if existing) shall be cancelled.

7. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or

implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

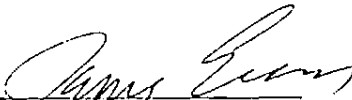
13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

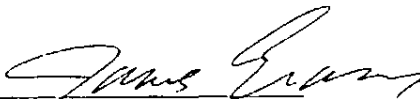
{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MATRIXCARE, INC.

By 
Name: James Evans
Title: Authorized Signatory

ADVANCED ANSWERS ON DEMAND,
INC.

By 
Name: James Evans
Title: Authorized Signatory