

**L13000133929**

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(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

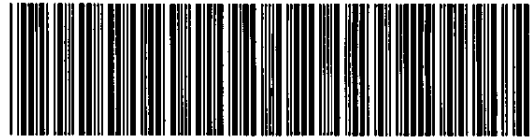
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

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

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APPROVED  
AND  
FILED  
13 DEC 23 AM 9:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**C. LEWIS**  
FEB 20 2014  
**EXAMINER**

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Aspyra, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

J. Shawn Chalmers

Contact Person

Parts Unlimited

Firm/Company

705 S. 10th Street

Address

Blue Springs, Missouri 64015

City, State and Zip Code

shawnc@partsun-ltd.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

J. Shawn Chalmers

Name of Contact Person

at ( 816 ) 729-4583

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

January 3, 2014

J. SHAWN CHALMERS  
705 S. 10TH ST.  
BLUE SPRINGS, MI 34015

SUBJECT: ASPYRA ACQUISITION, LLC  
Ref. Number: L13000133929

*they are going  
to fix name and  
send a copy  
of the "old"  
form for  
you to  
backdate*

We have received your document for ASPYRA ACQUISITION, LLC and your check(s) totaling \$80.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Our records indicate the current name of the entity is as it appears on the enclosed computer printout. Please correct the name throughout the document.

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.

Carol Mustain  
Regulatory Specialist II

Letter Number: 114A00000187

**Certificate of Merger  
For  
Florida Limited Liability Company**

APPROVED  
AND  
FILED  
13 DEC 23AM 9:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Aspyra, LLC	California	LLC

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
L 13000133929 Aspyra Acquisition, LLC	Florida	LLC

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

\_\_\_\_\_

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

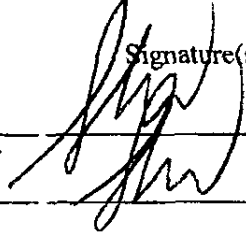
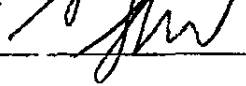
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FILED

13 DEC 23 AM 9:02

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Aspyra, LLC		J. Shawn Chalmers
Aspyra Acquisition, LLC		J. Shawn Chalmers

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<b><u>Fees:</u></b> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<b><u>Certified Copy (optional):</u></b>	\$30.00
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APPROVED  
AND  
FILED  
13 DEC 23 AM 9:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## PLAN OF MERGER

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Aspyra, LLC	California	LLC

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Aspyra Acquisition, LLC	Florida	LLC

**THIRD:** The terms and conditions of the merger are as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

**See attached Agreement and Plan of Merger**

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

**See attached Agreement and Plan of Merger**

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*(Attach additional sheet if necessary)*



**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

**See attached Agreement and Plan of Merger**

*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

**See Attached Agreement and Plan of Merger**

*(Attach additional sheet if necessary)*

APPROVED  
AND  
FILED

13 DEC 23 AM 9:02

**AGREEMENT AND PLAN OF MERGER**

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THIS AGREEMENT AND PLAN OF MERGER ("Plan" or "Merger Agreement") dated as of October 30<sup>th</sup>, 2013 by and among Aspyra, LLC, a California limited liability company ("Old Aspyra"), and Aspyra Acquisition, LLC, a Florida limited liability company ("New Aspyra"). Old Aspyra and New Aspyra are hereinafter collectively referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, Old Aspyra is a limited liability company duly organized and existing under the laws of the State of California, having filed its Articles of Organization in the office of the Secretary of State of California on July 15, 2010;

WHEREAS, New Aspyra is a limited liability company duly organized and existing under the laws of the State of Florida, having filed its Articles of Organization in the office of the Secretary of State of Florida on September 20<sup>th</sup>, 2013;

WHEREAS, the sole Manager of each of the Constituent Entities deem it advisable and in the best interests of the Constituent Entities and their members that Old Aspyra be merged with and into New Aspyra, which shall be the surviving limited liability company, as authorized by the applicable statutes of the States of Florida ("Florida Law") and California ("California Law"), and pursuant to the terms and conditions hereinafter set forth, and each such sole Manager has duly approved this Merger Agreement; and

WHEREAS, the members of Old Aspyra holding a majority of the Voting Percentages of Old Aspyra and the sole member of New Aspyra have duly approved this Merger Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

THE MERGER

Section 1.01 The Merger. Upon the terms and subject to the conditions set forth in this Merger Agreement, and in accordance with Chapter 608, Section 608.438 and subsections 608.4381 through 608.4383 of the Florida Statutes and Sections 17710.11 to 17710.19 of the California Revised Uniform Limited Liability Company Act, at the Effective Time (as defined in Section 1.02), Old Aspyra shall be merged with and into New Aspyra. As a result of the Merger, the separate entity existence of Old Aspyra shall cease and New Aspyra shall continue as the surviving limited liability company in the Merger (the "Surviving LLC"). The name of the Surviving LLC shall be "Aspyra, LLC" or such other name as may be selected by the Board of Managers of the Surviving LLC subsequent to the Effective Time.

Section 1.02 Effective Time of the Merger. As promptly as practicable after the approval hereof by the members of each Constituent Entity and the execution and delivery of this Merger Agreement by each of the parties hereto, the parties hereto shall cause the Merger to be consummated by filing with the (a) Secretary of State of California, a Certificate of Merger in the form of Exhibit A attached hereto (the "California Certificate of Merger"), as required by, and executed in accordance with the relevant provisions of, California Law and (b) Secretary of State of Florida, a Certificate of Merger in the form of Exhibit B attached hereto (the "Florida Certificate of Merger"), as required by, and executed in accordance with the relevant provisions of, Florida Law. The Merger shall become effective at the time set forth in the Florida Certificate of Merger filed with the Secretary of State of Florida and the California Certificate of Merger filed with the Secretary of State of California, which times will be simultaneous with each other (the "Effective Time").

Section 1.03 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Florida Law and California Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the rights, privileges and powers and all property, real, personal and mixed, and all debts due to Old Aspyra and New Aspyra, as well as all other things and causes of action belonging to Old Aspyra and New Aspyra shall vest in the Surviving LLC without any transfer or assignment having occurred, and all debts, liabilities and duties of Old Aspyra and New Aspyra shall become the debts, liabilities and duties of the Surviving LLC.

Section 1.04 Closing. The closing of the Merger (the "Closing") shall occur concurrently with the Effective Time. The Closing shall occur at the offices of Jay Weil, Esq. referred to in Section 5.01 hereof. At the Closing, all of the documents, certificates, agreements, opinions and instruments required to be delivered pursuant to this Merger Agreement will be executed and delivered. At the Closing, all actions to be taken at the closing shall be deemed to be taken simultaneously.

Section 1.05 Articles of Organization; Operating Agreement. At the Effective Time, the Articles of Organization of New Aspyra, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving LLC, except that the Articles of Organization of the Surviving LLC shall be amended at the Effective Time to change the name of the Surviving LLC to Aspyra, LLC, and the Operating Agreement of the Surviving LLC shall be the Operating Agreement attached hereto as Exhibit C.

Section 1.06 Managers. The sole initial Manager of the Surviving LLC shall be James Shawn Chalmers. Except as otherwise provided herein, each manager shall hold office in accordance with the Operating Agreement of the Surviving LLC and until his or her successor is duly elected and qualified in accordance with Florida Law or until his or her earlier death, resignation, or removal.

Section 1.07 Officers. The officers of New Aspyra immediately prior to the Effective Time shall be the officers of the Surviving LLC, in each case until his or her successor is duly

elect and qualified in accordance with Florida Law or until his or her earlier death, resignation, or removal.

## ARTICLE II

### CONVERSION OF SECURITIES

#### Section 2.01 Conversion of Securities. At the Effective Time:

(a) Each unit of membership interest in Old Aspyra that shall be outstanding immediately prior to the Effective Time (each an "Old Aspyra Unit" and collectively, the "Old Aspyra Units") shall, by virtue of the Merger and without any action on the part of the holder thereof or any issuance of a certificate representing an interest in New Aspyra, be converted into a unit of membership interest in New Aspyra having the same rights, privileges, capital account, voting interests and obligations as the holder had in an Old Aspyra Unit and all Old Aspyra Units outstanding immediately prior to the Effective Time shall no longer be outstanding and shall cease to exist.

(b) All units of membership interest in New Aspyra outstanding immediately prior to the Effective Time shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist.

## ARTICLE III

### CONDITIONS PRECEDENT

Section 3.01 Conditions to New Aspyra's Obligations. All obligations of New Aspyra under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, any or all of which may be waived in whole or in part by New Aspyra:

(a) Old Aspyra shall have performed or complied in all material respects with all agreements, terms, covenants and conditions required by this Agreement to be performed or complied with by them prior to or at the Closing;

(b) The holders of at least the minimum number of New Aspyra Units necessary to approve the Merger and the Merger Agreement under applicable law and the terms of New Aspyra's Operating Agreement shall have approved the Merger and this Merger Agreement;

(c) New Aspyra and Old Aspyra shall have received approvals, acquiescence or consents (including any approvals, acquiescence or consents that may be required in order to fulfill the transactions contemplated herein), all on terms and conditions acceptable to New Aspyra, of the transactions contemplated in this Merger Agreement from all necessary governmental agencies and authorities and all applicable waiting periods shall have expired, and

New Aspyra or Old Aspyra shall have received the approvals and consents of all third parties required to consummate this Merger Agreement and the other agreements contemplated herein. Such approvals and the transactions contemplated herein shall not have been contested or threatened to be contested by any Federal or state governmental authority or by any other third party by formal proceedings.

(d) No action shall have been taken, and no statute, rule, regulation or order shall have been promulgated, enacted, entered, enforced or deemed applicable to this Merger Agreement, the Merger, or the transactions contemplated herein or therein by any federal, state or foreign government or governmental authority or by any court, domestic or foreign, including the entry of a preliminary or permanent injunction, that would (a) make this Merger Agreement or any other agreement contemplated herein or the transactions contemplated herein illegal, invalid or unenforceable, (b) require the divestiture of a material portion of the assets of New Aspyra, (c) impose material limits on the ability of any party to this Merger Agreement to consummate the Agreement or any other agreement contemplated herein or the transactions contemplated herein, or (d) otherwise result in a change having a Material Adverse Effect on New Aspyra. No action or proceeding before any court or governmental authority, domestic or foreign, by any government or governmental authority or by any other person, domestic or foreign, shall be threatened, instituted or pending that would reasonably be expected to result in any of the consequences referred to in clauses (a) through (d) above.

(e) New Aspyra shall have received such additional supporting documentation and other information with respect to the transactions contemplated herein as New Aspyra may reasonably request.

Section 3.02 Conditions to Obligation of Old Aspyra. All obligations of Old Aspyra under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, any or all of which may be waived in whole or in part by Old Aspyra:

(a) Old Aspyra shall have performed or complied in all material respects with all agreements, terms, covenants and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(b) New Aspyra and Old Aspyra shall have received approvals, acquiescence or consents (including any approvals, acquiescence or consents that may be required in order to fulfill the transactions contemplated herein), all on terms and conditions acceptable to Old Aspyra, of the transactions contemplated in this Merger Agreement from all necessary governmental agencies and authorities and all applicable waiting periods shall have expired, and New Aspyra or Old Aspyra shall have received the approvals and consents of all third parties required to consummate this Merger Agreement and the other agreements contemplated herein. Such approvals and the transactions contemplated herein shall not have been contested or threatened to be contested by any Federal or state governmental authority or by any other third party by formal proceedings.

(c) No action shall have been taken, and no statute, rule, regulation or order shall have been promulgated, enacted, entered, enforced or deemed applicable to this Merger

Agreement, the Merger, or the transactions contemplated herein or therein by any federal, state or foreign government or governmental authority or by any court, domestic or foreign, including the entry of a preliminary or permanent injunction, that would (a) make this Merger Agreement or any other agreement contemplated herein or the transactions contemplated herein illegal, invalid or unenforceable, (b) require the divestiture of a material portion of the assets of New Aspyra, (c) impose material limits on the ability of any party to this Merger Agreement to consummate the Agreement or any other agreement contemplated herein or the transactions contemplated herein, or (d) otherwise result in a change having a Material Adverse Effect on New Aspyra. No action or proceeding before any court or governmental authority, domestic or foreign, by any government or governmental authority or by any other person, domestic or foreign, shall be threatened, instituted or pending that would reasonably be expected to result in any of the consequences referred to in clauses (a) through (d) above.

#### ARTICLE IV

##### TERMINATION

Section 4.01 Termination of Merger Agreement. This Merger Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Old Aspyra and New Aspyra;
- (b) by New Aspyra, if Old Aspyra (i) fails to perform in any material respect any of its agreements contained herein required to be performed by it on or prior to the Closing or (ii) materially breaches any of its covenants contained herein, which failure or breach is not cured within thirty (30) days after New Aspyra has notified Old Aspyra of its intent to terminate this Merger Agreement pursuant to this paragraph (b);
- (c) by Old Aspyra if New Aspyra (i) fails to perform in any material respect any of its agreements contained herein required to be performed by it on or prior to the Closing or (ii) materially breaches any of its covenants contained herein, which failure or breach is not cured within thirty (30) days after Old Aspyra has notified New Aspyra of its intent to terminate this Agreement pursuant to this paragraph (c);
- (d) by either New Aspyra, on the one hand, or Old Aspyra, on the other hand, if there shall be any order, writ, injunction or decree of any court or governmental or regulatory agency binding on Old Aspyra or New Aspyra that prohibits or materially restrains it from consummating the transactions contemplated herein, provided that the parties hereto shall have used their best efforts to have any such order, writ, injunction or decree lifted and the same shall not have been lifted within ninety (90) days after entry by any such court or governmental or regulatory agency; or

(e) by either New Aspyra, on the one hand, or Old Aspyra, on the other hand, if the Closing has not occurred on or prior to December 31, 2013, for any reason other than delay or nonperformance of the party seeking such termination.

Section 4.02 Termination of Obligations. Termination of this Merger Agreement pursuant to this Article IV shall terminate all obligations of the parties hereunder; provided, however, that termination pursuant to paragraphs (b) or (c) of Section 4.01 shall not relieve the defaulting or breaching party or parties from any liability to the other parties hereto.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

Section 5.01 Notices. Any notice, request or other communication hereunder shall be given in writing and shall be served either personally, by overnight delivery or delivered by mail, certified return receipt and addressed to the following addresses:

If to Old Aspyra.:

9432 Baymeadows Road, Suite 155  
Jacksonville, FL 32256  
Attn: Chief Financial Officer

With a copy to:

Jay Weil, Esq.  
27 Viewpoint Road  
Wayne, New Jersey 07470  
Attn: Jay Weil, Esq.

If to New Aspyra:

9432 Baymeadows Road, Suite 155  
Jacksonville, FL 32256  
Attn: Chief Financial Officer

With a copy to:

Jay Weil, Esq.  
27 Viewpoint Road  
Wayne, New Jersey 07470  
Attn: Jay Weil, Esq.

Notices shall be deemed received at the earlier of actual receipt or three (3) business days following mailing. Counsel for a party (or any authorized representative) shall have authority to accept delivery of any notice on behalf of such party.

Section 5.02 Entire Agreement. This Merger Agreement, including the exhibits attached hereto and other documents referred to herein, contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Merger Agreement supersedes all prior agreements and undertakings between the parties with respect to such subject matter.

Section 5.03 Severability. Any provision of this Merger Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 5.04 Successors and Assigns. This Merger Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and heirs; provided, however, that neither party shall directly or indirectly transfer or assign any of its rights hereunder in whole or in part without the written consent of the others, which may be withheld in its sole discretion, and any such transfer or assignment without said consent shall be void.

Section 5.05 Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

Section 5.06 Applicable Law. It is the intention of the parties that the internal laws, and not the laws of conflicts, of the State of Florida shall govern the enforceability and validity of this Merger Agreement, the construction of its terms and the interpretation of the rights and duties of the parties; provided, however, that with respect to matters of law concerning the internal affairs of any entity that is a party to or the subject of this Merger Agreement the law of the jurisdiction of organization of such entity shall govern.

Section 5.07 Amendment. This Merger Agreement may not be altered or amended, except pursuant to an instrument in writing signed on behalf of each of the parties hereto.

**[\*\*\* Signature Page to Follow \*\*\*]**



IN WITNESS WHEREOF, each party has caused this Merger Agreement to be signed by one of its officers pursuant to authorization contained in a resolution adopted by its Board of Managers approving this Merger Agreement.

ASPYRA, LLC

By: 

Name: J. Shawn Chalmers

Title: Chief Executive Officer

ASPYRA ACQUISITION, LLC

By: 

Name: J. Shawn Chalmers

Title: Chief Executive Officer

APPROVED  
AND  
FILED  
13 DEC 23 AM 9:02  
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TALLAHASSEE, FLORIDA