

L 1600008550

\_\_\_\_\_  
(Requestor's Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip/Phone #)

☐ PICK-UP    ☐ WAIT    ☐ MAIL

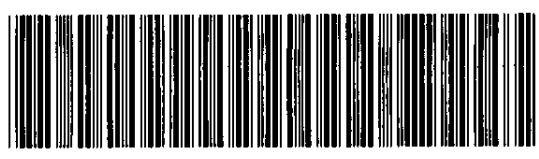
\_\_\_\_\_  
(Business Entity Name)

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

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

Special Instructions to Filing Officer:

Office Use Only



300288215253

FILED  
16 JUL 25 AM 9:56  
STATIONER  
TALLAHASSEE, FLORIDA

RECEIVED  
DEPARTMENT OF STATE  
16 JUL 25 PM 1:53  
NOT INTENDED  
TO ACKNOWLEDGE  
SUFFICIENCY OF FILING

*Merger*  
JUL 26 2016  
K. WHITE

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 228011 4311473

AUTHORIZATION :

COST LIMIT : \$ 80.00

ORDER DATE : July 25, 2016

ORDER TIME : 12:43 PM

ORDER NO. : 228011-005

CUSTOMER NO: 4311473

ARTICLES OF MERGER

CORRELYTIX LLC

INTO

PALETTE SOFTWARE, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender -- EXT. 62956

EXAMINER'S INITIALS: \_\_\_\_\_

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Palette Software, 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:

Maritza Villar, FRP

\_\_\_\_\_  
Contact Person

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

\_\_\_\_\_  
Firm/Company

150 W. Flagler St., Suite 2200

\_\_\_\_\_  
Address

Miami, FL 33130

\_\_\_\_\_  
City, State and Zip Code

mvillar@stearnsweaver.com

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

For further information concerning this matter, please call:

Maritza Villar at (305) 789-3537

\_\_\_\_\_  
Name of Contact Person ...

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
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

CR2E080 (2/14)

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

FILED

16 JUL 25 AM 9:54

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, 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>
Palette Software, LLC	Florida	Limited Liability Company
Correlityx LLC	California	Limited Liability Company

**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>
Palette Software, LLC	Florida	Limited Liability Company

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

---

---

---

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed 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:

**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.

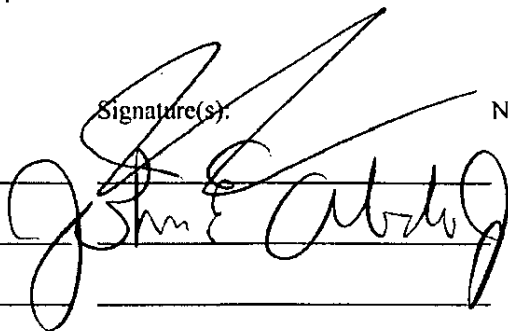
**SEVENTH:** Signature(s) for Each Party:

Name of Entity/Organization:

Palette Software, LLC

Correlityx LLC

Signature(s):



Typed or Printed  
Name of Individual:

John E. Abdo

John E. Abdo, Jr.

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 an authorized person

<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

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** ("**Plan of Merger**"), dated as of July 20, 2016, is made and entered into by and between Correlytix LLC, a California limited liability company ("**Correlytix**"), and Palette Software, LLC, a Florida limited liability company ("**Palette**").

### **RECITALS**

**WHEREAS**, the respective managers of Correlytix and Palette have determined that it is advisable and in the best interests of Correlytix and Palette to merge Correlytix with and into Palette (the "**Merger**"), upon the terms and subject to the conditions set forth in this Plan of Merger and the applicable provisions of the Florida Revised Limited Liability Company Act (the "**FL Act**") and the California Revised Uniform Limited Liability Company Act (the "**CA Act**"), such that at the effective time of the Merger, the separate existence of Correlytix shall cease, and Palette shall continue as the surviving entity; and

**WHEREAS**, John E. Abdo, as Trustee, under Trust Agreement Dated 3/15/76 for the benefit of John E. Abdo, the sole member of Palette prior to the Merger, is the holder of Three Million Five Hundred Twenty-Five Thousand Dollars (\$3,525,000) of secured debt of Correlytix (the "**Correlytix Debt**"); and

**WHEREAS**, the respective managers and members of each of Palette and Correlytix have determined that, in conjunction with the Merger, it is advisable and in the best interests of each of Palette and Correlytix to recapitalize a portion of the Correlytix Debt as equity in Palette, which will be the surviving entity in the Merger; and

**WHEREAS**, the respective managers of Correlytix and Palette have recommended that the members of each of Correlytix and Palette approve the Merger and authorize Correlytix and Palette to enter into and perform this Plan of Merger; and

**WHEREAS**, each of the respective members of each of Correlytix and Palette have received notice of and approved the merger pursuant to Section 17710.12 of the CA Act and Section 605.1023 of the FL Act, as applicable; and

**WHEREAS**, the parties hereto intend this Plan of Merger to constitute a "plan of merger" pursuant to Section 605.1022 of the FL Act and an "agreement of merger" pursuant to Section 17710.12 of the CA Act.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained in this Plan of Merger and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **The Merger.** Subject to the terms and conditions of this Plan of Merger and in accordance with each of the CA Act and FL Act, at the Effective Time (as defined below), Correlytix shall be merged with and into Palette, the separate existence of Correlytix shall cease, and Palette shall continue as the surviving entity (the "**Surviving Entity**").

2. Effect on Interests. At the Effective Time, by virtue of the Merger and without any action on the part of Correlytix, Palette or the members of either of them:

(a) Each vested, non-voting Common Unit with a Profits Interest Threshold of Correlytix that is issued and outstanding immediately prior to the Effective Time, shall be converted into 0.5436259 vested, non-voting Common Units with a Profits Interest Threshold of the Surviving Entity (the "Correlytix Interest Per Vested Profits Interest Merger Consideration"), to be allocated evenly among each vested Common Unit with a Profits Interest Threshold of Correlytix that is issued and outstanding immediately prior to the Effective Time. Immediately following such conversion and at all times thereafter, such membership interests of Correlytix shall not be outstanding and any certificate representing such membership interests of Correlytix issued prior to the Effective Time shall thereafter represent only the right to receive that portion of the Correlytix Interest Per Vested Profits Interest Merger Consideration into which such membership interests of Correlytix have been converted pursuant to this Section 2(a);

(b) Each unvested, non-voting Common Unit with a Profits Interest Threshold of Correlytix that is issued and outstanding immediately prior to the Effective Time, shall be converted into 0.5436259 unvested, non-voting Common Units with a Profits Interest Threshold of the Surviving Entity (the "Correlytix Interest Per Unvested Profits Interest Merger Consideration"), to be allocated evenly among each unvested Common Unit with a Profits Interest Threshold of Correlytix that is issued and outstanding immediately prior to the Effective Time; provided, that following such conversion, each unvested, non-voting Common Unit with a Profits Interest Threshold of Palette shall be subject to the same terms and conditions, including, without limitation, the vesting schedule, as is set forth in the Correlytix 2014 Equity Plan and the Grant Agreement governing the grant of such unvested, non-voting Common Unit with a Profits Interest Threshold. Immediately following such conversion and at all times thereafter, such membership interests of Correlytix shall not be outstanding and any certificate representing such membership interests of Correlytix issued prior to the Effective Time shall, subject in all cases to the vesting requirements and other terms of the Correlytix 2014 Equity Plan, thereafter represent only the right to receive that portion of the Correlytix Interest Per Unvested Profits Interest Merger Consideration into which such membership interests of Correlytix have been converted pursuant to this Section 2(b);

(c) Each Series A Preferred Unit of Correlytix that is issued and outstanding immediately prior to the Effective Time, shall be converted into 1.4 voting Common Units of the Surviving Entity (the "Correlytix Interest Per Series A Preferred Interest Merger Consideration"), to be allocated evenly among each Series A Preferred Unit of Correlytix that is issued and outstanding immediately prior to the Effective Time. Immediately following such conversion and at all times thereafter, such membership interests of Correlytix shall not be outstanding and any certificate representing such membership interests of Correlytix issued prior to the Effective Time shall thereafter represent only the right to receive that portion of the Correlytix Interest Per Series A Preferred Interest Merger Consideration into which such membership interests of Correlytix have been converted pursuant to this Section 2(c);

(d) Each Series A Preferred Unit of Palette that is issued and outstanding immediately prior to the Effective Time, shall be cancelled and extinguished without any

conversion thereof, no consideration shall be delivered in exchange therefor, and no payment or distribution shall be made with respect thereto; and

(e) Except as set forth above, there are other no outstanding or authorized options, warrants, convertible securities or other rights to acquire the capital stock of either Correlytix or Palette or obligating Correlytix, Palette or their respective members to issue or sell any shares of capital stock of, or any other interest in, the Correlytix or Palette, as applicable.

3. Conversion of Correlytix Debt. At the Effective Time Three Hundred Sixty Thousand Dollars (\$360,000) of the Correlytix Debt shall be converted into Five Million Five Hundred Thousand Shares of Series A Preferred Units of the Surviving Entity, and the remaining balance of One Million Four Hundred forty Thousand Dollars (\$1,440,000) of the Correlytix Debt shall remain outstanding as secured debt of the Surviving Entity.

4. Effect of Merger. At the Effective Time, the effect of the Merger shall be as provided in this Plan of Merger and the applicable provisions of the CA Act and the FL Act, including, without limitation, Section 605.1026 of the FL Act and Section 17710.16 of the CA Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, title to all real estate and other property owned by, and every contract right possessed by, each of Correlytix and Palette shall be vested in the Surviving Entity without reversion or impairment, without further act or deed, and without any conveyance, transfer, or assignment having occurred; and the Surviving Entity shall have all liabilities of each of Correlytix and Palette.

5. Effective Time. Correlytix and Palette have duly executed articles of merger and certificates of merger for the Merger, as required by the FL Act and the CA Act, respectively, shall file such articles of merger with the Florida Department of State in accordance with Section 605.1025 of the FL Act and shall file such certificate of merger with the California Department of State in accordance with Section 17710.14 of the CA Act. The Merger shall become effective at the later of the time when the articles of merger are accepted for filing by the Florida Department of State and the time when the certificate of merger is accepted for filing by the California Department of State (the "Effective Time").

6. Appraisal Rights; Class Vote.

(a) Notwithstanding anything to the contrary, including, without limitation, the provisions of Section 17711 et seq. of the CA Act, pursuant to Section 3.10 of the Correlytix Operating Agreement, the members of Correlytix are not entitled to any appraisal rights in connection with the Merger.

(b) Notwithstanding anything to the contrary, including, without limitation, the provisions of Section 17710 et seq. of the CA Act, pursuant to Section 3.11 of the Correlytix Operating Agreement, the approval of the Merger does not require approval or vote by any separate class or group of Members.

7. Articles of Organization; Operating Agreement; Equity Plan. The articles of organization of Palette as in effect immediately prior to the Effective Time shall be the articles of organization of the Surviving Entity from and after the Effective Time until thereafter amended as provided by the FL Act and the terms of such articles of organization. The operating



agreement of Palette as in effect immediately prior to the Effective Time shall be the operating agreement of the Surviving Entity from and after the Effective Time until thereafter amended as provided by the FL Act and the Surviving Entity's articles of organization and operating agreement. The Correlityx 2014 Equity Plan as in effect immediately prior to the Effective Time shall be the equity plan of the Surviving Entity from and after the Effective Time until thereafter amended as provided by the FL Act and the terms of such equity plan.

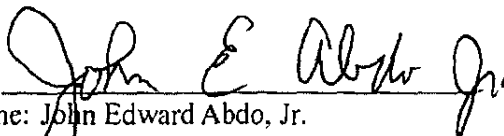
8. Managers; Officers. At the Effective Time, the managers of the Surviving Entity shall be comprised of those individuals serving as the managers of each of Palette and Correlityx immediately prior to the Effective Time, and each such individual shall continue serving as a manager of the Surviving Entity until his or her successor is duly elected or appointed and qualified, or until his or her earlier resignation or removal. At the Effective Time, the officers of the Surviving Entity shall consist of John Edward Abdo, Jr. as the President, Secretary and Treasurer and John E. Abdo as the Vice-President, and each such individual shall continue serving as an officer of the Surviving Entity until his or her successor is duly elected or appointed and qualified, or until his or her earlier resignation or removal.

9. Termination. Notwithstanding the approval of this Plan or Merger by the managers or members of Palette or Correlityx, or anything to the contrary herein, this Plan of Merger, may be terminated, and the Merger herein provided for may be abandoned, by the mutual written consent of the parties hereto.

[Signatures on Next Page]

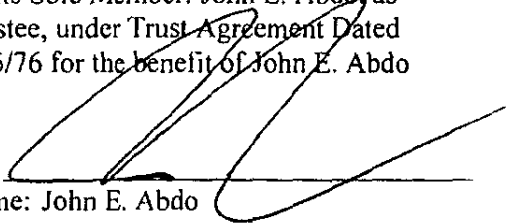
**IN WITNESS WHEREOF**, Correlytix and Palette have caused this Plan of Merger to be signed by their respective duly authorized representatives as of the date first written above.

**CORRELYTIX LLC**

By:   
Name: John Edward Abdo, Jr.  
Title: Manager

**PALETTE SOFTWARE, LLC**

By its Sole Member: John E. Abdo, as  
Trustee, under Trust Agreement Dated  
3/15/76 for the benefit of John E. Abdo

By:   
Name: John E. Abdo  
Title: Trustee

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Palette Software, 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:

Maritza Villar, FRP

\_\_\_\_\_  
Contact Person

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

\_\_\_\_\_  
Firm/Company

150 W. Flagler St., Suite 2200

\_\_\_\_\_  
Address

Miami, FL 33130

\_\_\_\_\_  
City, State and Zip Code

mvillar@stearnsweaver.com

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

For further information concerning this matter, please call:

Maritza Villar at ( 305 ) 789-3537

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
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

CR2E080 (2/14)