

M98000006725

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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PICK-UP

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WAIT

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MAIL

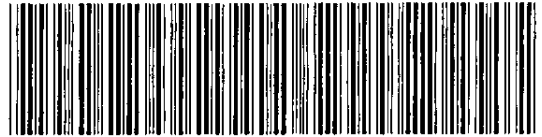
(Business Entity Name)

(Document Number)

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

Special Instructions to Filing Officer.

Office Use Only



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03/23/18--01003--010 \*\*78.75

FILED  
2018 MAR 23 PM 2:26  
MAR 27 A 9:06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

MAR 28 2018  
T. LEMIEUX

Merger

**CORPORATE  
ACCESS,  
INC.**

*When you need ACCESS to the world*

236 East 6th Avenue, Tallahassee, Florida 32303  
P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666. Fax (850) 222-1666

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3/23



**CERTIFIED COPY**



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Merge

1.

Network Billing Systems, LLC  
(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

**SPECIAL  
INSTRUCTIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

March 26, 2018

CORPORATE ACCESS, INC.

SUBJECT: NETWORK BILLING SYSTEMS, L.L.C.  
Ref. Number: M98000000725

*Corrected*

We have received your document for NETWORK BILLING SYSTEMS, L.L.C. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Before the Merger can be filed the LLC and the Corporation must file the annual report before filing the merger.

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.

Tracy L Lemieux  
Regulatory Specialist II

Letter Number: 918A00005985

RECEIVED  
DEPARTMENT OF STATE  
18 MAR 27 AM 10:24

**FILED**

**2011 MAR 27 A 9 06**

**Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity**

**SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 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>
Network Billing Systems, L.L.C.	New Jersey	Limited Liability Company
Apptix, Inc.	Florida	Corporation

**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>
Network Billing Systems, L.L.C.	New Jersey	Limited liability company

**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, 605, 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:

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**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.

**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:

695 Route 46, Suite 200

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Fairfield, New Jersey 07004

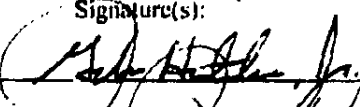
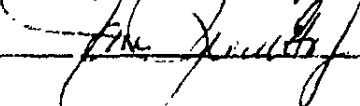
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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Network Billing Systems, L.L.C.		Gordon Hutchins, Jr. X
Apptix, Inc.		James P. Prenetta, 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 a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

## **AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of March 21, 2018, by and between Apptix, Inc., a Florida corporation ("Apptix"), and Network Billing Systems, L.L.C., a New Jersey limited liability company ("NBS").

### **R E C I T A L S:**

- A. Apptix and NBS wish to provide for the Merger (as defined below).
- B. The board of directors and sole stockholder of Apptix have approved, authorized and declared advisable this Agreement and the Merger contemplated hereby.
- C. The manager and sole member of NBS have approved, authorized and declared advisable this Agreement and the Merger contemplated hereby.

### **A G R E E M E N T:**

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained in this Agreement, the parties, intending to be legally bound, agree as follows:

## **ARTICLE I THE MERGER**

1.1 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined below), in accordance with this Agreement, the Florida Business Corporation Act, as amended (the "FBCA") and New Jersey Revised Uniform Limited Liability Company Act, as amended (the "NJLLCA"), Apptix shall be merged with and into NBS (the "Merger"). At the Effective Time, the separate existence of Apptix shall cease and NBS shall continue as the surviving company in the Merger (the "Surviving Company").

1.2 Effective Time of the Merger. The Merger shall become effective at the time (such time, the "Effective Time") of the filing of certificates of merger (in the forms required by, and executed in accordance with, the relevant provisions of the FBCA and the NJLLCA) with the Secretary of State of the States of Florida and New Jersey in accordance with the FBCA and NJLLCA, respectively.

1.3 Effects of the Merger. The Merger shall have the effects set forth in the applicable provisions of the FBCA and NJLLCA. Without limiting the generality of the foregoing, at the Effective Time, all the property, rights, privileges, powers and franchises, and all and every other interest of Apptix and NBS shall vest in the Surviving Company, and all debts, liabilities and duties of Apptix and NBS shall become the debts, liabilities and duties of the Surviving Company.

1.4 Certificate of Formation. The Certificate of Formation of NBS as in effect immediately prior to the Effective Time shall be the Certificate of Formation of the Surviving Company after the Effective Time, until amended or repealed in accordance with the NJLLCA.

1.5 Limited Liability Company Agreement. The limited liability company agreement of NBS as in effect immediately prior to the Effective Time (the "LLC Agreement") shall be the limited liability company agreement of the Surviving Company after the Effective Time, until amended or repealed in the manner provided by such limited liability company agreement and the NJLLCA.

1.6 Effect on Ownership Interests. At the Effective Time, by virtue of the Merger and without any further action by any person, all of the outstanding common stock and any other equity security of Apptix shall be cancelled and retired and shall cease to exist and no cash or other consideration shall be delivered or deliverable in exchange therefor. The outstanding limited liability company membership interests in NBS shall not be converted or exchanged in any manner, but as of the Effective Time shall represent the limited liability company membership interests of the Surviving Company.

1.7 Manager. The manager of NBS as of immediately prior to the Effective Time shall be the manager of the Surviving Company as of the Effective Time and shall serve in accordance with the LLC Agreement and the NJLLCA until his/her successor is duly elected or appointed and qualified or until his/her earlier death, resignation or removal.

1.8 Officers. The officers of NBS as of immediately prior to the Effective Time shall be the officers of the Surviving Company as of the Effective Time and shall serve in accordance with the LLC Agreement and the NJLLCA until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

## **ARTICLE II GENERAL PROVISIONS**

2.1 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED, PERFORMED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION (WHETHER OF THE STATE OF FLORIDA OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW JERSEY.

2.2 Assignment; Successors. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

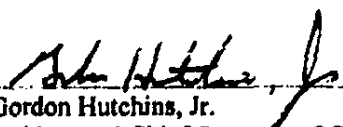
2.3 Counterparts. This Agreement may be signed in one or more counterparts, each of which may be delivered via electronic (including PDF) transmission and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

*[remainder of this page intentionally left blank; signature page follows]*



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

APPTIX, INC.

By:   
Name: Gordon Hutchins, Jr.  
Title: President and Chief Operating Officer

NETWORK BILLING SYSTEMS, L.L.C.

By: \_\_\_\_\_  
Name: Jonathan Kaufman  
Title: Manager

(signature page to Agreement and Plan of Merger)

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

APPTIX, INC.

By: \_\_\_\_\_  
Name: Gordon Hutchins, Jr.  
Title: President and Chief Operating Officer

NETWORK BILLING SYSTEMS, L.L.C.

By: \_\_\_\_\_  
Name: Jonathan Kaufman  
Title: Manager