

**N93000004137**

**Florida Department of State  
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**MERGER OR SHARE EXCHANGE  
ASCNET ILLINOIS NFP**

Certificate of Status	0
Certified Copy	0
Page Count	58
Estimated Charge	\$105.00

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**ARTICLES OF MERGER**  
(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, 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>ASCNET ILLINOIS NFP</u>	<u>ILLINOIS</u>	<u></u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
<u>APPLIED SYSTEMS CLIENT NETWORK, INC.</u>	<u>FLORIDA</u>	<u>N93000004137</u>
<u>ASCNET ILLINOIS NFP</u>	<u>ILLINOIS</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
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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).

(Attach additional sheets if necessary.)

**Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the surviving corporation on \_\_\_\_\_.  
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:  
\_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

**SECTION II**

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

**SECTION III**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on AUGUST 11, 2011. The number of directors in office was 3. The vote for the plan was as follows: 3 FOR 0 AGAINST

**Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the merging corporation(s) on \_\_\_\_\_. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

**SECTION II**

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

**SECTION III**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on AUGUST 18, 2011. The number of directors in office was 10. The vote for the plan was as follows: 10 FOR 0 AGAINST

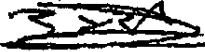
**Seventh: SIGNATURES FOR EACH CORPORATION**

**Name of Corporation**

**Signature of the chairman/  
vice chairman of the board  
or an officer**

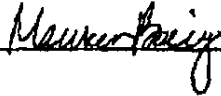
**Typed or Printed Name of Individual & Title**

APPLIED SYSTEMS CLIENT NETWORK, INC.



Brian Bartosh, Chairman

ASCNET ILLINOIS NFP



Maureen Boeing, Vice Chairman

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**AGREEMENT AND PLAN OF MERGER  
BETWEEN  
APPLIED SYSTEMS CLIENT NETWORK, INC.  
AND  
ASCNET ILLINOIS NFP**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated August 18, 2011, by and between the Applied Systems Client Network, Inc., a Florida not-for-profit corporation ("ASCnet-Florida"), and ASCnet Illinois NFP, an Illinois not-for-profit corporation ("ASCnet-Illinois") (ASCnet-Florida and ASCnet-Illinois are sometimes referred to herein as the "Constituent Corporations").

WHEREAS, ASCnet-Illinois is a not-for-profit corporation duly organized and existing under the laws of the State of Illinois, and ASCnet-Florida is a not-for-profit corporation duly organized and existing under the laws of the State of Florida; and

WHEREAS, the Board of Directors of each of the Constituent Corporations has determined that it is advisable and in its corporation's best interests for ASCnet-Florida to be merged with and into ASCnet-Illinois, with ASCnet-Illinois being the surviving corporation, on the terms and conditions set forth herein.

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect, as follows:

1. Members.

(a) ASCnet-Illinois has no members or holders of any certificates evidencing capital contributions or subventions.

(b) ASCnet-Florida has no members with the right to vote with respect to the Merger (as defined below"). No capital contribution is required or has been made by any member of ASCnet-Florida and there are no holders of any certificates evidencing capital contributions or subventions.

2. Approval of Merger.

(a) This Agreement was advised, authorized and approved by the ASCnet-Illinois Board of Directors in accordance with the Illinois General Not-For-Profit Corporation Act of 1986, as amended ("IL Act") and the ASCnet-Illinois articles of incorporation.

(b) This Agreement was advised, authorized and approved by the ASCnet-Florida Board of Directors in accordance with the Florida Not For Profit Corporation Act ("Florida Act") and the ASCnet-Florida articles of incorporation.

3. Merger. At the Effective Date of the Merger, the separate existence of ASCnet-Florida shall cease and ASCnet-Florida shall be merged with and into ASCnet-Illinois (the "Merger"), which shall continue its corporate existence and be the corporation surviving the Merger.

ASCnet-Illinois, as it will exist following the Merger, is sometimes hereinafter referred to as the "Surviving Corporation."

4. Effective Date. The Constituent Corporations shall file articles of merger with the Illinois Secretary of State and articles of merger with the Florida Department of State with respect to the Merger, as required by the IL Act and Florida Act, respectively, after satisfaction of the requirements of the laws of the State of Illinois and the State of Florida, and the Merger shall become effective upon the filing of such articles of merger (the "Effective Date"), in accordance with applicable law.

5. Terms of Merger. The terms and conditions of the Merger are as follows:

(a) The name of the Surviving Corporation, following the Effective Date of the Merger, shall be "Applied Systems Client Network, Inc. NFP"

(b) The Articles of Incorporation of ASCnet-Illinois, as amended pursuant to Section 5(a) above, shall be and remain the Articles of Incorporation of the Surviving Corporation until amended in accordance with the IL Act.

(c) As of the Effective Date, the Bylaws of ASCnet-Illinois ("Bylaws") shall be and remain the Bylaws of the Surviving Corporation, until the same shall be altered, amended or repealed as therein provided.

(d) From and after the Effective Date, the directors and officers of the Surviving Corporation shall be the current directors and officers of ASCnet-Florida holding office immediately prior to the Effective Date, who shall hold office subject to and in accordance with the bylaws of the Surviving Corporation.

(e) Each member of ASCnet-Florida in good standing immediately prior to the Effective Date shall be and constitute a member in good standing in the same category of membership of ASCnet-Illinois.

(f) From and after the Effective Date of the Merger, the Surviving Corporation shall possess all the rights, privileges, immunities, and franchises of a public, as well as of a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares and all other choses in action, and all and every other interest, of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in any of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger.

(g) The proper officers and directors of the Constituent Corporations shall execute and deliver all such documents and take all such actions as may be necessary or advisable, or as may be requested by the Surviving Corporation from time to time, in order to vest fully all the property rights of the Constituent Corporations in the Surviving Corporation and otherwise carry out the intent of this Agreement and the transactions contemplated hereby.

(h) The Surviving Corporation hereby consents that it may be sued and served with process in the State of Florida (i) in any action or special proceeding for the enforcement of any liability or obligation of ASCnet-Florida; or (ii) with respect to any property transferred or conveyed to it, or with respect to the use made of such property, or any transaction in connection therewith. In addition, the Surviving Corporation irrevocably appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such proceedings.

(i) Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned by the mutual consent of the Constituent Corporations, evidenced by appropriate resolutions of their respective Boards of Directors, at any time prior to the filing of the articles of merger.

(j) The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Illinois.

Signature page to follow

IN WITNESS WHEREOF, each of ASCnet-Illinois and ASCnet-Florida has executed this Agreement as of the date set forth above.

**APPLIED SYSTEMS CLIENT NETWORK, INC.**  
a Florida not for profit corporation

By: 

Its: CHAIR

**ASCNET ILLINOIS NFP**  
an Illinois not-for-profit corporation

By: 

Its: VICE CHAIR