

P03000874459

(Requestor's Name)

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(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

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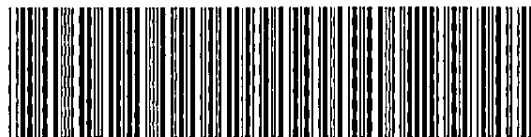
Certificates of Status _____

Special Instructions to Filing Officer:

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MERGER

1. MAXIMUM PROCESSING INC

(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:

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: SAPIENS AMERICAS CORPORATION

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

GINA RUBENDALL

Contact Person

SAPIENS AMERICAS CORPORATION

Firm/Company

4000 CENTREGREEN WAY, SUITE 150

Address

CARY, NC 27513

City/State and Zip Code

gina.rubendall@sapiens.com

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

For further information concerning this matter, please call:

Michelle Hunt

Name of Contact Person

At (201) 470-1385

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

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

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)
SAPIENS AMERICAS CORPORATION	NEW YORK	1554813

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
MAXIMUM PROCESSING INC.	FLORIDA	P03000074459

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 12 / 31 / 2018 (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 DECEMBER 3, 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 DECEMBER 3, 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)

FILED
19 DEC 14 AM 6:53

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Sapiens Americas Corporation

19

Roni Al-Dor, CEO

Maximum Processing Inc.

10

Roni Al-Dor, CEO

State of New York
Department of State } **ss:**

I hereby certify, that the Certificate of Incorporation of SAPIENS AMERICAS CORPORATION was filed on 06/12/1991, under the name of SAPIENS U.S.A., INC., with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation. I further certify the following:

A Biennial Statement was filed 05/26/1994.

A Biennial Statement was filed 11/18/1998.

A Biennial Statement was filed 07/14/1999.

A certificate changing name to SAPIENS AMERICAS CORPORATION was filed on 01/05/2001.

A Certificate of Merger was filed on 08/30/2001.

A Biennial Statement was filed 01/09/2002.

A Biennial Statement was filed 07/21/2003.

A Biennial Statement was filed 12/13/2004.

A Biennial Statement was filed 08/16/2005.

A Biennial Statement was filed 07/20/2007.

A Biennial Statement was filed 05/23/2012.

A Biennial Statement was filed 06/10/2013.

A Biennial Statement was filed 06/02/2015.

A Biennial Statement was filed 12/06/2018.

I further certify that no other documents have been filed by such corporation.

*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 06th day of December
two thousand and eighteen.*



Whitney Clark

Whitney Clark

Deputy Secretary of State

201812070347 . PT

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of December 3, 2018, is made by and between Maximum Processing Inc., a Florida corporation (the "Corporation"), and Sapiens Americas Corporation, a New York corporation ("Sapiens Americas" or "Surviving Corporation"), in accordance with Section 907 of the New York Business Corporation Act ("NYBCA") and Section 607.1101 of the Florida Business Corporation Act ("FBCA");

WHEREAS, the Board of Directors of the Corporation (the "Corporation Board") and Sapiens Americas as the sole shareholder of the Corporation, have unanimously approved and adopted this Agreement and the transactions contemplated hereby, and the Corporation Board has determined that this Agreement and the transaction contemplated hereby are advisable and fair to, and in the best interests of, the Corporation and its Shareholder; and

WHEREAS, the Board of Directors of Sapiens Americas (the "Sapiens Board") and Sapiens International Corporation B.V as the sole shareholder of Sapiens Americas, have unanimously approved and adopted this Agreement and the transactions contemplated hereby, and the Sapiens Board has determined that this Agreement and the transaction contemplated hereby such transactions are advisable and fair to, and in the best interests of, the Surviving Corporation and its shareholder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **The Merger.** On the terms and subject to the conditions set forth in this Agreement, and in accordance with the NYBCA and FBCA, at the Effective Time (as defined below), the Corporation will be merged with and into Sapiens Americas (the "Merger"), with Sapiens Americas being the surviving corporation in the Merger (the "Surviving Corporation"), and the separate corporate existence of the Corporation shall cease.

2. **Consummation of the Merger.** The parties shall cause the Merger to be consummated by filing duly executed articles of merger with the Secretary of the State of Florida and a duly executed certificate of merger with the Secretary of State of the State of New York in accordance with the relevant provisions of the NYBCA and FBCA (the time of such filing is referred to herein as the "Effective Time").

3. **Effect of the Merger.** At the Effective Time, the effect of the Merger shall be as provided under the NYBCA and FBCA. Without limiting the generality of the foregoing, at the Effective Time:

(a) all property, rights, privileges, policies and franchises of the Corporation and Sapiens Americas shall vest in the Surviving Corporation and all debts, liabilities and duties of Corporation and Sapiens Americas shall become the debts, liabilities and duties of the Surviving Corporation;

(b) the Certificate of Incorporation and Bylaws of Sapiens Americas, as in effect immediately prior to the Effective Time, shall remain the Certificate of Incorporation and Bylaws of the

Surviving Corporation, unless and until amended in accordance with their terms and as provided by law; and

(c) those officers and directors of Sapiens Americas upon the Effective Time shall be the directors and officers of the Surviving Corporation, each to hold a directorship or office in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation until their respective successors are duly elected and qualified.

4. **Termination of Corporation Shares.** At the Effective Time, by virtue of the Merger and without any action on the part of parties hereto (i) each issued and outstanding share of the Corporation shall be cancelled and (ii) the issued and outstanding of the Surviving Corporation shall not be converted in any manner, but each said share which is issued as of the Effective Time shall continue to represent one issued share of the Surviving Corporation.

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

6. **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.

7. **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.

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


9. **Termination.** This Agreement may be terminated and the Merger abandoned by the mutual consent of Corporation and Surviving Entity at any time prior to the Effective Time.


10. **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, e-mail 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.

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

Surviving Corporation

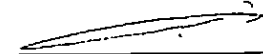
SAPIENS AMERICAS
CORPORATION

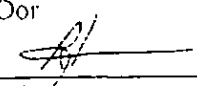
By: 
Roni Al-Dor

By: 
Roni Giladi

Corporation

MAXIMUM PROCESSING INC.

By: 
Roni Al-Dor

By: 
Roni Giladi