

Sep 21 2011 2:34 PM
Division of Corporations
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Part 1 of 2
09000000846

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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MERGER OR SHARE EXCHANGE

CareCloud Corporation

Certificate of Status	0
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Estimated Charge	\$128.75

78.75

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Corporate Filing Menu

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rap No. 3650 P. 2



September 21, 2011

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CARECLOUD CORPORATION
5200 BLUE LAGOON DR, STE 900
MIAMI, FL 33126

SUBJECT: CARECLOUD CORPORATION
REF: P09000000846

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

If shareholder approval was not required, a statement to that effect must be contained in the merger for each applicable corporation.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

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Teresa Brown
Regulatory Specialist II

FAX Aud. #: H11000230159
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P.O BOX 6327 - Tallahassee, Florida 32314

ARTICLES OF MERGER
OF
CARECLOUD CORPORATION,
A FLORIDA CORPORATION
AND
CARECLOUD CORPORATION,
A DELAWARE CORPORATION

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

FIRST: Attached hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger (the "Plan of Merger") for merging CareCloud Corporation, a Florida corporation ("CareCloud-FL"), with and into CareCloud Corporation, a Delaware corporation ("CareCloud-DE").

SECOND: The sole stockholder of CareCloud-DE entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by written consent on September 16, 2011.

THIRD: The board of directors of CareCloud-FL approved the aforesaid Plan of Merger by written consent on September 16, 2011, and shareholder approval was not required, in accordance with the provisions of Section 607.1104 of the Florida Business Corporation Act.

FOURTH: The merger of CareCloud-FL with and into CareCloud-DE is permitted by the laws of the state of Delaware and has been authorized in compliance with said laws.

[Signature Page to Follow]

Executed on this 19th day of September 2011.

CARECLOUD CORPORATION, a Florida
corporation

By: 

Albert Santolo, Chairman, President and
Chief Executive Officer

CARECLOUD CORPORATION, a Delaware
corporation

By: 

Albert Santolo, Chairman, President and
Chief Executive Officer

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EXHIBIT A

Agreement and Plan of Merger

DEET:223827870.1

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is entered into as of September 19, 2011, by and between CareCloud Corporation, a Florida corporation ("CareCloud-FL"), and CareCloud Corporation., a Delaware corporation ("CareCloud-DE").

WITNESSETH:

WHEREAS, CareCloud-FL is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, CareCloud-DE is a corporation duly organized and existing under the laws of the State of Delaware and is a wholly owned subsidiary of CareCloud-FL;

WHEREAS, on the date of this Merger Agreement, CareCloud-FL is authorized to issue 20,000,000 shares of Common Stock (the "CareCloud-FL Common Stock"), of which 11,621,681 shares are issued and outstanding;

WHEREAS, on the date of this Merger Agreement, CareCloud-DE has authority to issue 20,000,000 shares of Common Stock, par value \$0.0001 per share (the "CareCloud-DE Common Stock"), of which 1,000 shares are issued and outstanding and owned by CareCloud-FL;

WHEREAS, the Board of Directors of CareCloud-FL and the Sole Director of CareCloud-DE have determined that, for the purpose of effecting the reincorporation of CareCloud-FL in the State of Delaware, it is advisable and to the advantage of said two corporations and their respective shareholders that CareCloud-FL merge with and into CareCloud-DE upon the terms and subject to the conditions herein provided; and

WHEREAS, the respective Boards of Directors of CareCloud-FL and CareCloud-DE and the sole stockholder of CareCloud-DE have adopted and approved this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, CareCloud-FL and CareCloud-DE hereby agree to merge as follows:

1. Merger. CareCloud-FL shall be merged with and into CareCloud-DE, and CareCloud-DE shall survive the merger (the "Merger"), effective upon the date when this Merger Agreement is made effective in accordance with applicable law (the "Effective Date").

2. Governing Documents.

a. The Certificate of Incorporation of CareCloud-DE, in effect on the Effective Date, shall continue to be the Certificate of Incorporation of CareCloud-DE as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

b. The Bylaws of CareCloud-DE, in effect on the Effective Date, shall continue to be the Bylaws of CareCloud-DE as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Directors and Officers. The directors and officers of CareCloud-FL shall become the directors and officers of CareCloud-DE upon the Effective Date, and the members of any committee of the Board of Directors of CareCloud-FL shall become the members of such committees for CareCloud-DE.

4. Succession. On the Effective Date, CareCloud-DE shall succeed to CareCloud-FL in the manner of and as more fully set forth in Section 259 of the General Corporation Law of the State of Delaware.

5. Further Assurances. From time to time, as and when required by CareCloud-DE or by its successors and assigns, there shall be executed and delivered on behalf of CareCloud-FL such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in CareCloud-DE, the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of CareCloud-FL, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of CareCloud-DE are fully authorized in the name and on behalf of CareCloud-FL or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Stock of CareCloud-FL. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof (i) each share of CareCloud-FL Common Stock outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of CareCloud-DE Common Stock (the "Common Stock Conversion Ratio").

7. Stock Certificates. On and after the Effective Date, all of the outstanding certificates that prior to that time represented shares of CareCloud-FL capital stock shall be deemed for all purposes to evidence ownership of and to represent the shares of CareCloud-DE capital stock into which the shares of CareCloud-FL capital stock represented by such certificates have been converted as herein provided. The registered owner on the books and records of CareCloud-FL or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to CareCloud-DE or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of CareCloud-DE capital stock evidenced by such outstanding certificate as provided above.

8. Options and All Other Rights to Purchase Stock Upon the Effective Date, each outstanding option or other right to purchase shares of CareCloud-FL capital stock, including those options granted under the CareCloud CareCloud Omnibus Equity Compensation Plan (the "Option Plan") and any other options or rights to purchase shares of the capital stock of CareCloud-FL shall be converted into and become an option or right to purchase the number of shares of CareCloud-DE capital stock determined in accordance with the Common Stock

Conversion Ratio upon the same terms and subject to the same conditions as set forth in the Option Plan and any other agreements entered into by CareCloud-FL pertaining to such options or rights. A number of shares of CareCloud-DE capital stock shall be reserved for issuance upon the exercise of such options, warrants and rights equal to the number of shares of CareCloud-DE capital stock issuable upon the exercise of such options, warrants and rights. As of the Effective Date, CareCloud-DE shall assume all obligations of CareCloud-FL under agreements pertaining to such options, warrants or rights, including the Option Plan, and the outstanding options, warrants or rights, or portions thereof, granted pursuant thereto.

9. Employee Benefit Plans. As of the Effective Date, CareCloud-DE hereby assumes all obligations of CareCloud-FL under any and all employee benefit plans in effect as of said date or with respect to which employee rights or accrued benefits are outstanding as of said date, including the Stock Plan. As of the Effective Date, CareCloud-DE shall assume all obligations of CareCloud-FL under agreements pertaining to such plans and the outstanding rights granted pursuant thereto.

10. Outstanding Common Stock of CareCloud-DE. Upon the Effective Date, the one thousand (1,000) shares of CareCloud-DE Common Stock currently issued and outstanding in the name of CareCloud-FL shall be canceled and retired and resume the status of authorized and unissued shares of CareCloud-DE Common Stock, and no shares of CareCloud-DE Common Stock or other securities of CareCloud-DE shall be issued in respect thereof.

11. Covenants of CareCloud-DE. CareCloud-DE covenants and agrees that it will, on or before the Effective Date:

a. Qualify to do business as a foreign corporation in the State of Florida and in all other states in which CareCloud-FL is so qualified and in which the failure to so qualify would have a material adverse impact on the business or financial condition of CareCloud-DE. In connection therewith, CareCloud-DE shall irrevocably appoint an agent for service of process in the State of Florida and under applicable provisions of state law in other states in which qualification is required.

b. File any and all documents with the State of Florida necessary to the assumption by CareCloud-DE of all of the franchise tax liabilities of CareCloud-FL.

12. Amendment. At any time before or after approval and adoption by the Board of Directors of CareCloud-FL, this Merger Agreement may be amended in any manner as may be determined in the judgment of the Sole Director of CareCloud-DE and the Board of Directors of CareCloud-FL to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Merger Agreement.

13. Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of CareCloud-FL or the Sole Director of CareCloud-DE or both, notwithstanding approval of this Merger Agreement by the sole stockholder of CareCloud-DE.

14. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

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IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by resolution of the Boards of Directors of CareCloud-FL and CareCloud-DE, respectively, is hereby executed on behalf of each of said two corporations by their respective officers thereunto duly authorized.

CARECLOUD CORPORATION, a Florida
corporation

By: 

Albert Santalo
Chairman, President and Chief
Executive Officer

CARECLOUD CORPORATION, a Delaware
corporation

By: 

Albert Santalo
Chairman, President and Chief
Executive Officer