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**MERGER OR SHARE EXCHANGE  
AFFINITY BILLING INC.**

Certificate of Status	0
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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Affinity Billing Inc.  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing

Please return all correspondence concerning this matter to following:

Mazal Lirov  
Contact Person

Affinity Billing Inc.  
Firm/Company

1350 Gulf Boulevard #803  
Address

Clearwater Beach, Florida 33767  
City/State and Zip Code

mazal@espoc.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Matthew P. Jacobs, Esq. At ( 609 ) 844-3021  
Name of Contact Person 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

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## 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)
<u>Affinity Billing Inc.</u>	<u>Florida</u>	_____

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Affinity Billing Inc.</u>	<u>Delaware</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 IN AND FOR THE  
 STATE OF FLORIDA

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.)

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 May 16, 2012

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 May 16, 2012

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)

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Seventh: SIGNATURES FOR EACH CORPORATIONName of CorporationSignature of an Officer or  
DirectorTyped or Printed Name of Individual & TitleAffinity Billing Inc. (DE)Erez Lirov, PresidentAffinity Billing Inc. (FL)Erez Lirov, President

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**PLAN OF MERGER**  
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the parent corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

NameJurisdictionAffinity Billing Inc.Florida

The name and jurisdiction of each subsidiary corporation:

NameJurisdictionAffinity Billing Inc.Delaware

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See Agreement and Plan of Merger attached.

(Attach additional sheets if necessary)

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If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:  
**See Agreement and Plan of Merger attached.**

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:  
**See Agreement and Plan of Merger attached.**

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## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (hereinafter called this "Agreement"), dated May 16, 2012 is entered into between Affinity Billing Inc., a Delaware corporation (the "Company"), and Affinity Billing Inc., a Florida corporation and a wholly-owned subsidiary of the Company ("Merger Sub").

### RECITALS

WHEREAS, the board of directors of the Company and the board of directors of Merger Sub deem it advisable, upon the terms and subject to the conditions herein stated, that the Company be merged with and into Merger Sub, and that Merger Sub be the surviving corporation (the "Reincorporation Merger"); and

WHEREAS, the Company and Merger Sub will submit this Agreement for approval by its stockholders (the "Stockholders") or its shareholders (the "Shareholders"), as applicable.

NOW, THEREFORE, in consideration of the premises and of the agreements of the parties hereto contained herein, the parties hereto agrees as follows:

### ARTICLE I

#### THE REINCORPORATION MERGER; EFFECTIVE TIME

**1.1. The Reincorporation Merger.** Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.2), the Company shall be merged with and into Merger Sub whereupon the separate existence of the Company shall cease. Merger Sub shall be the surviving corporation (sometimes hereinafter referred to as the "Surviving Corporation") in the Reincorporation Merger and shall continue to be governed by the laws of the State of Florida. The Reincorporation Merger shall have the effects specified in the General Corporation Law of the State of Delaware, as amended (the "DGCL"), and in the Florida Business Corporation Act of the State of Florida, as amended (the "FBCA"), and the Surviving Corporation shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of the Company, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of the Company, including, without limitation, all outstanding indebtedness of the Company.

**1.2. Effective Time.** Provided that the conditions set forth in Section 5.1 has been fulfilled or waived in accordance with this Agreement and that this Agreement has not been terminated or abandoned pursuant to Section 6.1, on the date of the closing of the Reincorporation Merger, the Company and Merger Sub shall cause Articles of Merger to be executed and filed with the Secretary of State of the State of Florida (the "FL Articles of Merger") and a Certificate of Merger to be executed and filed with the Secretary of State of the State of Delaware (the "DE Certificate of Merger"). The Reincorporation Merger shall become

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effective upon the date and time specified in the FL Articles of Merger and the DE Certificate of Merger (the "Effective Time").

## ARTICLE II

### CHARTER AND BYLAWS OF THE SURVIVING CORPORATION

**2.1. The Certificate of Incorporation.** The articles of incorporation of Merger Sub in effect at the Effective Time shall be the articles of incorporation of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

**2.2. The Bylaws.** The bylaws of Merger Sub in effect at the Effective Time shall be the bylaws of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

## ARTICLE III

### OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

**3.1. Officers.** The officers of Merger Sub at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

**3.2. Directors.** The members of the board of directors of Merger Sub at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

## ARTICLE IV

### EFFECT OF MERGER ON CAPITAL STOCK

**4.1. Effect of Merger on Capital Stock.** At the Effective Time, as a result of the Reincorporation Merger and without any action on the part of the Company, Merger Sub or their respective owners:

(a) Each share (each a "Share," and collectively, the "Shares") that is owned by a holder of Shares of the Company immediately prior to the Effective Time shall be converted (without the surrender of unit certificates or any other action) into one (1) fully paid and non-assessable share of common stock of Merger Sub ("Merger Sub Stock") with the same rights, powers and privileges as the Shares so converted and all Shares shall be cancelled and retired and shall cease to exist.

(b) Each option, warrant, purchase right, or other security of the Company issued and outstanding immediately prior to the Effective Time shall be (i) converted into and shall be an identical security of Merger Sub, and (ii) in the case of securities to acquire Shares, converted

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into the right to acquire the same number of shares of Merger Sub Stock on the same terms as the number of Shares that were acquirable pursuant to such option, warrant, purchase right, or other security. The same number of shares of Merger Sub Stock shall be reserved for purposes of the exercise of such options, warrants, purchase rights, or other securities as is equal to the number of Shares so reserved as of the Effective Time.

(c) Each share of Merger Sub Stock owned by the Company shall no longer be outstanding and shall be cancelled and retired and shall cease to exist.

**4.2. Certificates.** At and after the Effective Time, all of the outstanding certificates which immediately prior thereto represented securities to acquire Shares, or options, warrants, purchase rights, or other securities of the Company shall be deemed for all purposes to evidence ownership of and to represent shares of Merger Sub Stock, or options, warrants, purchase rights, or other securities of Merger Sub, as the case may be, into which the right to acquire Shares, or options, warrants, purchase rights, or other securities of the Company represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agent. The registered owner of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Merger Sub Stock or options, warrants, purchase rights, or other securities of Merger Sub, as the case may be, evidenced by such outstanding certificate, as above provided.

## ARTICLE V

### CONDITION

**5.1. Condition to Each Party's Obligation to Effect the Reincorporation Merger.** The respective obligation of each party hereto to effect the Reincorporation Merger is subject to:

(a) The receipt, prior to the Effective Time, of the requisite approval of this Agreement and the transactions contemplated hereby by the holders of Shares pursuant to the DGCL; and

(b) The receipt, prior to the Effective Time, of the requisite approval of this Agreement and the transactions contemplated hereby by the holders of Merger Sub Stock pursuant to the FBCA and the shareholders' agreement of Merger Sub.

## ARTICLE VI

### TERMINATION

**6.1. Termination.** This Agreement may be terminated, and the Reincorporation Merger may be abandoned, at any time prior to the Effective Time, whether before or after approval of this Agreement by the Stockholders, if the board of directors of the Company determines for any

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reason, in its sole judgment and discretion, that the consummation of the Reincorporation Merger would be inadvisable or not in the best interests of the Company and the Stockholders. In the event of the termination and abandonment of this Agreement, this Agreement shall become null and void and have no effect, without any liability on the part of either the Company or Merger Sub, or any of their respective members, managers, shareholders, directors or officers.

## ARTICLE VII

### MISCELLANEOUS AND GENERAL

**7.1. Modification or Amendment.** Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement; provided, however, that an amendment made subsequent to the approval of this Agreement by the Stockholders shall not (i) alter or change the amount or kind of shares and/or rights to be received in exchange for, or on conversion of, all or any of the Shares thereof of the Company, (ii) alter or change any provision of the certificate of incorporation of the Surviving Corporation to be effected by the Reincorporation Merger, or (iii) alter or change any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any of the parties hereto.

**7.2. Counterparts.** This Agreement may be executed in counterpart, each such counterpart being deemed to be an original instrument, and both counterparts shall together constitute the same agreement.

**7.3. GOVERNING LAW.** THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

**7.4. Entire Agreement.** This Agreement constitutes the entire agreement and supercedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

**7.5. No Third Party Beneficiaries.** This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

**7.6. Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

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the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**7.7. Headings.** The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized representatives of the parties hereto as of the date first written above.

**AFFINITY BILLING INC.**

a Delaware corporation

By:  \_\_\_\_\_

Name: Erez Lirov  
Title: President

**AFFINITY BILLING INC.**

a Florida corporation

By:  \_\_\_\_\_

Name: Erez Lirov  
Title: President

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