

P30266

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

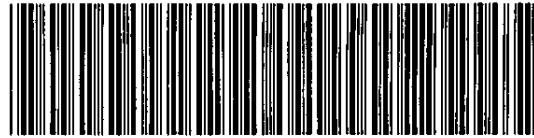
(Business Entity Name)

(Document Number)

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

Special Instructions to Filing Officer:

Office Use Only



400274832684

RECEIVED  
DEPARTMENT OF STATE  
15 AUG 31 PM 3:00

RECEIVED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
15 AUG 31 AM 9:58

EFFECTIVE DATE  
8-31-2015

SEP 1 2016  
C LEWIS

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 766898 4312599

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : August 31, 2015

ORDER TIME : 1:58 PM

ORDER NO. : 766898-010

CUSTOMER NO: 4312599

ARTICLES OF MERGER

QQ SOLUTIONS, INC.

INTO

VERTAFORE, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_\_  
CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: \_\_\_\_\_

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

ARTICLES OF MERGER

15 AUG 31 AM 9:58

of

QQ SOLUTIONS, INC.,  
a Florida corporation,

K33031

with and into

VERTAFORE, INC.,  
a Delaware corporation

P30266

August 31, 2015

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act (the "FBCA"), pursuant to Section 607.1105 thereof.

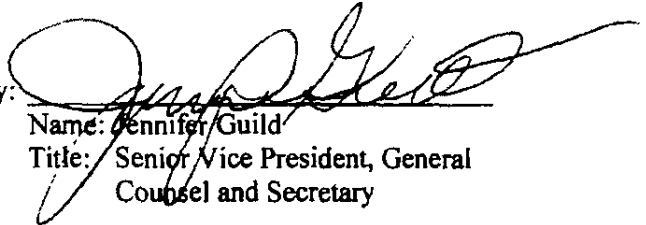
1. The name and jurisdiction of the surviving corporation is Vertafore, Inc., a Delaware corporation ("Parent").
2. The name and jurisdiction of the merging corporation is QQ Solutions, Inc., a Florida corporation ("Subsidiary").
3. The Agreement and Plan of Merger, dated the date hereof (the "Plan of Merger"), setting forth the terms and conditions of the merger whereby Subsidiary will merge with and into the Parent with Parent surviving the merger and Subsidiary ceasing its separate existence (the "Merger"), is attached hereto as Exhibit A.
4. The Merger shall be effective at 5:00 p.m. Pacific Time on August 31, 2015.
5. The Plan of Merger was adopted by the respective boards of directors of Parent and Subsidiary on the date hereof.
6. Pursuant to Section 607.1104 of the FBCA, a vote of the stockholders of Parent and shareholders of Subsidiary are not required.

*[Signature Appears on Following Page]*

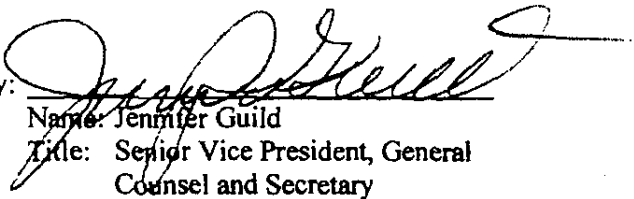
EFFECTIVE DATE  
8-31-2015

IN WITNESS WHEREOF, the undersigned has caused these Articles of Merger to be executed by its duly authorized officer on the date first written above.

VERTAFORE, INC.

By:   
Name: Jennifer Guild  
Title: Senior Vice President, General  
Counsel and Secretary

QQ SOLUTIONS, INC.

By:   
Name: Jennifer Guild  
Title: Senior Vice President, General  
Counsel and Secretary

15 AUG 31 AM 9:58  
DIVISION OF REVENUE  
STATE OF FLORIDA

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

**Exhibit A**

15 AUG 31 AM 9:58

**Plan of Merger**

*[See attached]*

Execution-Version  
DIVISION OF STATE  
15 AUG 31 AM 9:58

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement"), dated August 31, 2015, is entered into by and between Vertafore, Inc., a Delaware corporation ("Parent"), and QQ Solutions, Inc., a Florida corporation ("Subsidiary"). Parent and Subsidiary are sometimes referred to individually as a "Party" and collectively as the "Parties."

**WHEREAS**, Subsidiary is a wholly owned subsidiary of Parent.

**WHEREAS**, Parent and Subsidiary intend to effect a merger of Subsidiary with and into Parent, with Parent being the surviving corporation (the "Merger"), in accordance with the terms of the Delaware General Corporation Law and the Florida Business Corporation Act (collectively, the "State Statutes") and upon the terms and conditions hereinafter set forth.

**WHEREAS**, this Agreement has been approved by the respective boards of directors of Parent and Subsidiary, as required by the State Statutes.

**WHEREAS**, it is intended that (i) the Merger qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), and the rules and regulations promulgated thereunder, (ii) this Agreement constitute a plan of reorganization thereunder and (iii) Parent and Subsidiary each be a party to such reorganization within the meaning of Section 368(b) of the Code.

**NOW, THEREFORE**, the terms and provisions of the Merger will be hereinafter set forth:

### ARTICLE I MERGER

1.1. Upon the terms and subject to the conditions set forth in this Agreement, Subsidiary will be merged with and into Parent, with Parent being the surviving corporation of the Merger and the separate existence of Subsidiary ceasing. The Merger will become effective upon the filing of (i) a Certificate of Ownership and Merger with the Secretary of State of the State of Delaware and (ii) a Certificate of Merger with the Division of State of the State of Florida (collectively, the "State Merger Filings," and the time when such State Merger Filings are filed, the "Effective Time").

1.2. Parent will continue its corporate existence as the surviving corporation of the Merger under the laws of the State of Delaware, with a principal office at 11724 NE 195th, Bothell, Washington 98011.

1.3. At the Effective Time, by virtue of the Merger and without any action on the part of any person or entity,

- (a) all shares of Parent will be unaffected and remain issued and outstanding;
- and

(b) each share of common stock of Subsidiary will no longer be outstanding and will be cancelled without payment therefor and will cease to exist.

1.4. The Merger will have the effects set forth in this Agreement and in the applicable provisions of the State Statutes.

1.5. Pursuant to Section 607.1104(2) of the Florida Business Corporation Act, Parent, as the sole shareholder of Subsidiary, hereby waives mailing by Subsidiary of a copy of this Agreement.

1.6. In satisfaction of the requirement of Section 607.1104(1)(b)(4), the following statement is included herein: shareholders of Subsidiary who, except for the applicability of Section 607.1104 of the Florida Business Corporation Act, would be entitled to vote and who dissent from the Merger pursuant to Section 607.1321 of the Florida Business Corporation Act may be entitled, if they comply with the applicable provisions regarding appraisal rights, to be paid the fair value of their shares.

## **ARTICLE II SURVIVING CORPORATION GOVERNANCE**

2.1. From and after the Effective Time until amended in accordance with applicable law, (a) the Certificate of Incorporation of Parent in effect immediately before the Effective Time will be the Certificate of Incorporation of Parent and (b) the Bylaws of Parent in effect immediately before the Effective Time will be the Bylaws of Parent.

2.2. From and after the Effective Time until their successors are duly elected or appointed and qualified in accordance with applicable law, (a) the board of directors of Parent immediately before the Effective Time will be the board of directors of Parent and (b) the officers of Parent immediately before the Effective Time will be the officers of Parent.

## **ARTICLE III AUTHORIZATION**

The Parties each warrant to the other that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are within their corporate powers and have been duly authorized by all necessary corporate action.

## **ARTICLE IV AMENDMENTS**

At any time prior to the filing of the State Merger Filings, to the extent permitted by applicable law, this Agreement may be amended by written agreement of the Parties, authorized by the boards of directors of the Parties.

## **ARTICLE V MISCELLANEOUS**

5.1. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

5.2. If, at any time after the Effective Time, any further action is determined by the board of directors of Parent to be necessary or desirable to carry out the purposes of this Agreement or to vest Parent with full right, title and possession of and to all rights and property of Subsidiary, the officers and directors of Parent will be fully authorized (in the name of Subsidiary and Parent) to take such action.

5.3. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Copies of executed counterparts transmitted by facsimile, e-mail, portable document format or other electronic transmission service will be considered original executed counterparts.

5.4. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder will remain in full force and effect and will be in no way affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to the Parties.

5.5. At any time prior to the filing of the State Merger Filings, this Agreement may be terminated and abandoned by written agreement of the Parties, authorized by the boards of directors of the Parties.

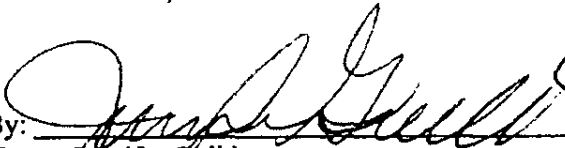
*[Signatures Appear on Following Page]*



IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be duly executed by their respective duly authorized officers effective as of the date first written above.

**PARENT**


**VERTAFORE, INC.**

By:   
Name: Jennifer Guild  
Title: Senior Vice President, General Counsel and Secretary

15 AUG 31 AM 9:58  
DIVISION OF REVENUE  
STATE OF NEW YORK

**SUBSIDIARY**

**QQ SOLUTIONS, INC.**

By:   
Name: Jennifer Guild  
Title: Senior Vice President, General Counsel and Secretary