



State of Rhode Island and Providence Plantations

Department of State - Business Services Division

Application for Articles of MergerDOMESTIC or FOREIGN Business Corporation, Limited Partnership,
Limited Liability Company or Non-Profit Corporation

- Business Corporation Filing Fee: \$100.00
- Limited Liability Company Fee: \$100.00
- Limited Partnership Fee: \$50.00
- Non-Profit Corporation Fee: \$25.00

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R.I. DEPT. OF STATE
BUS SVCS DIV

2020 DEC 31 P 1:11

Pursuant to the provisions of RIGL Title Z, the undersigned entities submit the following Articles of
Merger ☒ or Consolidation ☐ for the purpose of merging or consolidating them into one entity:**SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES**

a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

ENTITY ID	NAME OF ENTITY	TYPE OF ENTITY	STATE under which entity is organized
1716704	Coronis Health RCM, LLC	limited liability company	DE
1715690	The Dawson Group, LLC	limited liability company	RI

b. The laws of the state under which each entity is organized permit such merger or consolidation.

c. The full name of the surviving entity is:

Coronis Health RCM, LLC

which is to be governed by the laws of the state of:

Delaware

d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. A Plan of Merger or Consolidation **MUST** be attached.

e. If the surviving entity's name has been amended via the merger, please state the new name:

f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:

5963 Exchange Drive, Ste 114, Sykesville, MD 21784

MAIL TO:

Division of Business Services

148 W. River Street, Providence, Rhode Island 02904-2615

Phone: (401) 222-3040

Website: www.sos.ri.gov

FILED

DEC 31 2021

BY AN QXTRR

1:11

g. Date when these Articles of Merger or Consolidation will be effective: **CHECK ONE BOX ONLY**

☒ Date received (Upon filing)

☐ Later effective date (see instructions) _____

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO RIGL CHAPTER 7-1.2.

a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of RIGL Chapter 7-1.2.

b. The corporation certifies that it has no outstanding tax obligations. As required by RIGL § 7-1.2-1309, the corporation has paid all fees and taxes. [Note: Tax status can be verified at taxportal.ri.gov]

c. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

i) The name of the subsidiary corporation is:

ii) The date a copy of the plan of merger was mailed to shareholders of the subsidiary corporation is (such date shall not be less than 30 days from the date of filing):

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO RIGL CHAPTER 7-6.

a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.

b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO RIGL CHAPTER 7-13.

a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is:

b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

c. An original Letter of Good Standing issued by the RI Division of Taxation must accompany these Articles of Merger or Consolidation.

SECTION V: APPLICABLE ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED LIABILITY COMPANY PURSUANT TO RIGL CHAPTER 7-16.

a. The limited liability company certifies that it has no outstanding tax obligations. As required by RIGL § 7-16-8, the limited liability company has paid all fees and taxes. [Note: Tax status can be verified at taxportal.ri.gov]

SECTION VI: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Mergor or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Entity Name

Coronis Health RCM, LLC

Type or Print Name of Person Signing

Stephen Grubbs

Title of Person Signing

Chief Executive Officer

Signature



Date

December 31, 2020

Type or Print Name of Person Signing

Title of Person of Signing

Signature

Date

Type or Print Entity Name

The Dawson Group, LLC

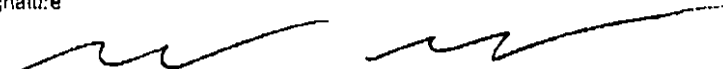
Type or Print Name of Person Signing

Stephen Grubbs

Title of Person Signing

Chief Executive Officer

Signature



Date

December 31, 2020

Type or Print Name of Person Signing

Title of Person Signing

Signature

Date

AGREEMENT AND PLAN OF REORGANIZATION

This AGREEMENT AND PLAN OF REORGANIZATION ("Agreement"), dated as of December 31, 2020, is among Coronis Health, LLC, a Delaware limited liability company (the "Company"), KSL Billing & Management, LLC, a Delaware limited liability company ("KSL"), ML Billing, LLC, a Delaware limited liability company ("ML"), Avec Health, LLC, a Delaware limited liability company ("AVEC"), CRT Employee Leasing, LLC, a Michigan limited liability company ("CRTE"), CRT Medical, LLC, a Delaware limited liability company ("CRTM"), and The Dawson Group, LLC, a Rhode Island limited liability company ("DG" and, collectively with KSL, ML, AVEC, CRTE, and CRTM, the "Subsidiaries").

RECITALS:

WHEREAS, as of the close of business on December 31, 2020, each of the Subsidiaries was a wholly-owned subsidiary of the Company;

WHEREAS, Coronis Health RCM, LLC, a Delaware limited liability company ("RCM") is a wholly-owned subsidiary of the Company;

WHEREAS, the Company has deemed it to be in its best interests to simplify its holdings by merging the Subsidiaries into RCM (the "Merger");

WHEREAS, the Articles of Organization and the Limited Liability Company Agreement of each of the Subsidiaries immediately after the Effective Time (as hereinafter defined) will contain provisions identical to the Articles of Organization and the Bylaws of RCM immediately before the Effective Time;

WHEREAS, the directors and officers of RCM immediately prior to the Merger (as hereinafter defined) will be the directors of RCM as of the Effective Time;

WHEREAS, the Board of Directors of the Company, in its capacity as the sole member of RCM and the Subsidiaries, has approved this Agreement and the merger of the Subsidiaries with and into RCM upon the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, pursuant to authority granted by the Board of Directors of the Company, the Company will, immediately prior to the Effective Time, contribute to the capital of RCM any equity of the Subsidiaries then held by the Company.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the Company, RCM and the Subsidiaries hereby agree as follows:

ARTICLE I. THE MERGER

Section 1.1 The Merger. Subject to and upon the terms and conditions of this Agreement, Each of the Subsidiaries shall, at the Effective Time, be merged with and into RCM, the separate existence of each of the Subsidiaries shall cease and RCM shall continue as the surviving limited liability company (the “Surviving Company”).

Section 1.2 Effective Time. The parties shall file this Agreement with the Secretary of State of the State of Delaware, and any other applicable jurisdiction, and shall make all other filings or recordings required to effect the Merger. The Merger shall become effective on December 31, 2020 immediately after the Certificate of Merger and a copy of this Agreement are filed with the Secretary of State of the State of Delaware or such other applicable jurisdiction (the “Effective Time”).

Section 1.3 Articles of Organization of the Surviving Company. From and after the Effective Time, the Articles of Organization of RCM, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the articles of organization of the Surviving Company until thereafter amended as provided by law, and as so amended, shall constitute the Articles of Organization of the Surviving Company.

Section 1.4 Limited Liability Company Agreement. From and after the Effective Time, the limited liability company agreement of RCM, as in effect immediately prior to the Effective Time, shall be the Limited Liability Company Agreement of the Surviving Company (the “LLC Agreement”) until thereafter amended as provided therein or by applicable law.

Section 1.5 Directors. The directors of RCM immediately prior to the Effective Time shall be the directors of the Surviving Company and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Articles of Organization and the LLC Agreement of the Surviving Company or as otherwise provided by law.

Section 1.6 Officers. The officers of RCM immediately prior to the Effective Time shall be the officers of the Surviving Company and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Articles of Organization and the LLC Agreement of the Surviving Company or as otherwise provided by law.

Section 1.7 Additional Actions. Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger. If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of any of the Subsidiaries acquired or to be acquired by the Surviving Company as a result of, or in connection

with, the Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Company shall be authorized to execute and deliver, in the name and on behalf of each of Merger Sub and the Company, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of RCM and each of the Subsidiaries, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Company or otherwise to carry out this Agreement.

Section 1.8 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of RCM, any of the Subsidiaries, the Company or the holder of any of the following securities any membership unit of any of the Subsidiaries issued and outstanding immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to exist.

ARTICLE II. CONDITIONS OF MERGER

Section 2.1 Conditions Precedent. The obligations of the parties to this Agreement to consummate the Merger and the transactions contemplated by this Agreement shall be subject to fulfillment or waiver by the parties hereto at or prior to the Effective Time of each of the following conditions:

(a) No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order that is in effect shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby;

(b) All third party consents and approvals required, or deemed by the Board of Directors of the Company advisable, to be obtained under any note, bond, mortgage, deed of trust, security interest, indenture, lease, license, contract, agreement, exchange membership, exchange allocation, plan or instrument or obligation to which the Company or any subsidiary or affiliate of the Company is a party, or by which the Company or any subsidiary or affiliate of the Company, or any property of the Company or any subsidiary or affiliate of the Company may be bound, in connection with the Merger and the transactions contemplated thereby, shall have been obtained by the Company or its subsidiary or affiliate, as the case may be.

ARTICLE III. TERMINATION AND AMENDMENT

Section 3.1 Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by action of the Board of Directors of the Company if such Board of Directors should determine that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest

of such company or its members. In the event of such termination and abandonment, this Agreement shall become void and none of the Company, RCM, the Subsidiaries or their respective members, directors or officers shall have any liability with respect to such termination and abandonment.

Section 3.2 Amendment. At any time prior to the Effective Time, this Agreement may, to the extent permitted by law, be supplemented, amended or modified by the mutual consent of the Boards of Directors of the parties to this Agreement.

ARTICLE IV. MISCELLANEOUS PROVISIONS

Section 4.1 Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Delaware.

Section 4.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 4.3 Entire Agreement. This Agreement, including any schedules attached hereto, constitute the entire agreement and supersede all other agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement may not be amended or supplemented except by a written document executed by the parties to this Agreement.

Section 4.4 Severability. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

[Signature page follows.]

IN WITNESS WHEREOF, the Company, RCM and each of the Subsidiaries have caused this Agreement and Plan of Merger to be executed as of the date first written above by their respective officers thereunto duly authorized.

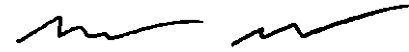
COMPANY:

CORONIS HEALTH, LLC


By: _____
Its: _____

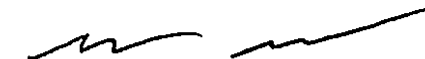
RCM:

CORONIS HEALTH RCM, LLC


By: _____
Its: _____

KSL:

KSL BILLING & MANAGEMENT, LLC


By: _____
Its: _____

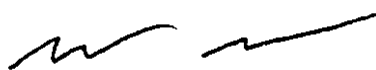
ML:

ML BILLING, LLC


By: _____
Its: _____

AVEC:

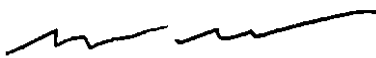
AVEC HEALTH, LLC


By: _____
Its: _____

[Signature page to Agreement and Plan of Merger]

CRTE:

CRT EMPLOYEE LEASING, LLC



By: _____
Its: _____

CRTM:

CRT MEDICAL, LLC



By: _____
Its: _____

DG:

THE DAWSON GROUP, LLC



By: _____
Its: _____



State of Rhode Island

Department of State | Office of the Secretary of State

Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island,
hereby certify that this document, duly executed in accordance with the provisions
of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

December 31, 2020 01:11 PM

A handwritten signature in blue ink, appearing to read "Nellie M. Gorbea". The signature is fluid and cursive.

Nellie M. Gorbea
Secretary of State

