

P03000098308

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

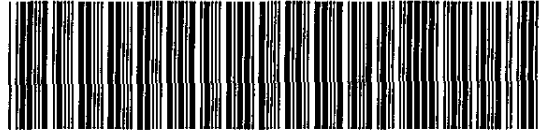
(Business Entity Name)

(Document Number)

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

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04/04/05--01048--022 \*\*105.00

RECEIVED  
05 APR -4 2011: 15  
STATE OF ARIZONA  
TALLAHASSEE, FL 32302

FILED  
05 APR -4 PM12:00  
SECRETARY OF STATE  
TALLAHASSEE, FL 32302

*merger*

C. Coullotte APR 04 2005

**CT CORPORATION**

April 4, 2005

Secretary of State, Florida  
409 East Gaines Street  
Tallahassee FL 32399

Re: Order #: 6333417 SO  
Customer Reference 1:  
Customer Reference 2:

Dear Secretary of State, Florida:

Please obtain the following:

SEISINT DECISION SERVICES, INC.(FLDOM) MERGING INTO: LEXISNEXIS RISK MANAGEMENT  
INC. (FL)  
Merger (Discontinuing Company)  
Florida

SEISINT DECISION SERVICES, INC.(FLDOM) MERGING INTO: LEXISNEXIS RISK MANAGEMENT  
INC. (FL)  
Obtain Document - Misc - Obtain FOUR (4) Certified copies of Merger FILED  
Florida

Enclosed please find a check for the requisite fees. Please return document(s) to the attention of the undersigned.

If for any reason the enclosed cannot be processed upon receipt, please contact the undersigned immediately at (850) 222-1092. Thank you very much for your help.

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

**CT CORPORATION**

Sincerely,

Stephanie Sanders  
Fulfillment Specialist  
Stephanie\_Sanders@cch-lis.com

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

**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, F.S.

**First:** The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>LexisNexis Risk Management Inc.</u>	<u>Minnesota</u>	<u>8M-543</u>

**Second:** The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Seisint Decision Services, Inc.</u>	<u>Florida</u>	<u>P03000098308</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

FILED  
 05 APR - 4 PM 12:00  
 SECRETARY OF STATE  
 TALLAHASSEE, 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** 04 / 04 / 2005 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

**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 April 2, 2005

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

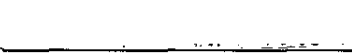
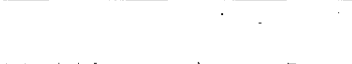
**Sixth:** Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on April 2, 2005

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)*

**Seventh: SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
LexisNexis Risk Management Inc.		Michael A. Jacobs, Vice President and Secretary
Seisint Decision Services, Inc.		Michael A. Jacobs, Vice President, General Counsel and Secretary

**PLAN OF MERGER**  
**(Non Subsidiaries)**

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>
_____	_____

**Second:** The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
_____	_____
_____	_____
_____	_____
_____	_____

**Third:** The terms and conditions of the merger are as follows:

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation 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, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

*(Attach additional sheets if necessary)*

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

**OR**

Restated articles are attached:

Other provisions relating to the merger are as follows:





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:

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, F.S. would be entitled to vote and who dissent from the merger pursuant to section 607.1320, F.S., may be entitled, if they comply with the provisions of chapter 607 regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

SEE ATTACHED.

**PLAN AND AGREEMENT OF MERGER**

**THIS PLAN AND AGREEMENT OF MERGER** (this "Agreement") is made as of April 2, 2005, by and between **SEISINT DECISION SERVICES, INC.**, a Florida corporation ("SDS"), and **LEXISNEXIS RISK MANAGEMENT INC.**, a Minnesota corporation ("LNRM," and together with SDS, the "Constituent Companies"), pursuant to which SDS shall merge with and into LNRM.

**RECITALS:**

- A. The merger is intended to qualify as a non-taxable event pursuant to the Internal Revenue Code of 1986, as amended.
- B. SDS is a corporation organized and existing under the laws of the State of Florida.
- C. LNRM is a corporation organized and existing under the laws of the State of Minnesota.
- D. The Constituent Companies have determined that it is advisable that SDS should be merged with and into LNRM on the terms and conditions hereinafter set forth.

**AGREEMENT:**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

**ARTICLE I**

1.1 On the Effective Date (as defined in Section 1.2), SDS shall be merged with and into LNRM (such merger being herein referred to as the "Merger"). Upon effectiveness of the Merger, the separate existence of SDS shall cease and LNRM shall continue unaffected and unimpaired by the Merger, with all the rights, privileges, immunities and powers and subject to all the duties and liabilities of a corporation organized under the Minnesota Business Corporation Act (the "Act").

1.2 The Merger shall become effective on April 4, 2005, provided the appropriate documents have been filed with the Secretaries of State of the States of Florida and Minnesota (the "Effective Date").

**ARTICLE II**

2.1 The Certificate of Incorporation of LNRM, as filed immediately prior to the Effective Date, shall be the Certificate of Incorporation of LNRM, as the surviving entity. Such Certificate of Incorporation shall continue to be the Certificate of Incorporation of LNRM as the surviving entity until the same shall be further altered or amended.

2.2 The By-Laws of LNRM in effect immediately prior to the Effective Date shall continue to be the By-Laws of LNRM, as the surviving entity, until the same shall be further altered or amended.

2.3 The Board of Directors of LNRM on the Effective Date shall continue to be the Board of Directors of LNRM, as the surviving entity, until its successors shall be elected or appointed and shall have been duly qualified.

2.4 The principal office address of LNRM, as the surviving entity, is 100 South Fifth Street, Suite 300, Minneapolis, MN 55402.

2.5 The name of the surviving corporation in the merger shall be LexisNexis Risk Management Inc.

### ARTICLE III

3.1 Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the Act with respect to the legal effect of the Merger, all the real and personal property, rights and interest, privileges, confidential information and all other legal rights and assets of every kind and description of SDS, whether tangible or intangible, shall be automatically transferred to, vested in and devolve upon, LNRM without further act or deed; and all property, rights and every other interest of SDS and LNRM shall be effectively the property of LNRM as they theretofore were of SDS and LNRM, respectively. SDS and its officers hereby agree from time to time as and when requested by LNRM or by its successors or assigns to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further actions as SDS may deem necessary or desirable in order to vest in, and confirm to, LNRM, title to and possession of any and all property of SDS and otherwise to carry out all the intents and purposes hereof. The officers and shareholders of the Constituent Companies are hereby fully authorized in the name and on behalf of the Constituent Companies, respectively, to take any and all such actions.

3.2 Immediately upon the Effective Date, without limiting the force and effect of any applicable provisions of the Florida Business Corporation Act with respect to the legal effect of the Merger, all of the contracts and agreements to which SDS is a party shall be automatically assumed by LNRM.

3.3 Each of the Constituent Companies hereby represents and warrants that it is not a party, jointly or severally, to any contract or agreement the terms of which would be violated or breached by it upon execution and consummation of this Agreement and that this Agreement is enforceable against each of the Constituent Companies in accordance with its terms.

3.4 LNRM shall be responsible and liable for all debts, liabilities and other obligations of each of the Constituent Companies; and any claim existing or action or proceeding pending by or against either of the Constituent Companies may be prosecuted to judgment as if the Merger had not taken place, or LNRM may be substituted in the place of SDS, and neither the rights of creditors nor any liens upon the property of either the Constituent Companies shall be impaired by the Merger. LNRM shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of SDS.

#### **ARTICLE IV**

4.1 As of the Effective Date, the authorized capitalization of SDS consists of one thousand (1,000) shares of Common Stock, \$.001 par value per share, of which one thousand (1,000) shares are issued and outstanding. Each share of Common Stock of SDS shall be deemed to be cancelled and no longer outstanding as of the Effective Date, and no action by the holder thereof shall be required nor shall any payments be made with respect thereto.

4.2 As of the Effective Date, the authorized capitalization of LNRM shall consist of one thousand (1,000) shares of Common Stock, \$.01 par value per share, of which five hundred one (501) shares are issued and outstanding, and each issued and outstanding share of Common Stock, \$.01 par value per share, of LNRM shall continue to represent one (1) share of Common Stock, \$.01 par value per share, of LNRM.

#### **ARTICLE V**

LNRM shall pay all expenses incurred in connection with the Merger.

#### **ARTICLE VI**

Each of the Constituent Companies shall take or cause to be taken all actions or do or cause to be done all things necessary, proper or advisable under the laws of the State of Minnesota and the State of Florida to consummate and make effective the Merger, subject however to the appropriate consent of the shareholders of SDS and LNRM in accordance with the requirements of the applicable provisions of the laws of the State of Minnesota and the State of Florida.

#### **ARTICLE VII**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest.

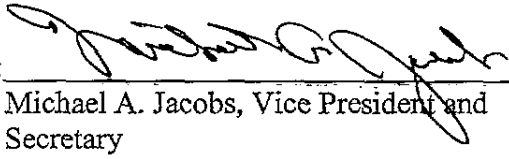
#### **ARTICLE VIII**

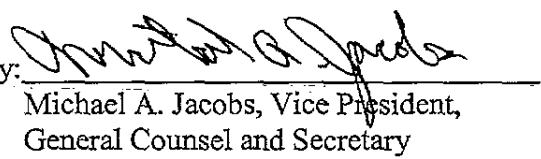
Notwithstanding anything herein to the contrary, this Agreement may be terminated and abandoned by the shareholders of SDS and LNRM at any time prior to the date of filing the required Articles of Merger in the State of Minnesota.

IN WITNESS WHEREOF, the undersigned parties have executed this Plan and Agreement of Merger as of the date first above written.

**SEISINT DECISION SERVICES, INC.**

**LEXISNEXIS RISK MANAGEMENT  
INC.**

By:   
Michael A. Jacobs, Vice President and  
Secretary

By:   
Michael A. Jacobs, Vice President,  
General Counsel and Secretary