

688838

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

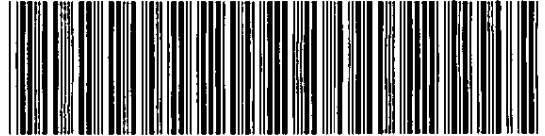
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600277513326

Merged



RECEIVED
15 SEP 28 PM 4:53
TALLAHASSEE, FLORIDA
SUFFICIENT FILING

FILED
2016 SEP 28 PM 4:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SEP 29 2015
A RAMSEY

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

ACCOUNT NO. : I20000000195

REFERENCE : 800422 4371962

AUTHORIZATION : 
COST LIMIT : \$70.00

ORDER DATE : September 28, 2015

ORDER TIME : 2:46 PM

ORDER NO. : 800422-005

CUSTOMER NO: 4371962

ARTICLES OF MERGER

DAVIS, MENDEL & REGENSTEIN,
INC.

INTO

NED DAVIS RESEARCH, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

FILED DATE
10-1-15

FILED

2016 SEP 28 PM 4:58

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.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Ned Davis Research, Inc.	Florida	688838

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Ned Davis Research, Inc.	Florida	688838
Davis, Mendel & Regenstein, Inc.	Georgia	N/A

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 10 / 01 / 2015 (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.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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 September 21, 2015.

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

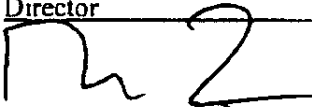
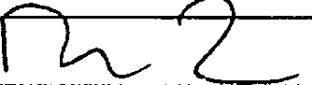
Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on September 21, 2015.

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 of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
Ned Davis Research, Inc.		Matthias Paul, President
Davis, Mendel & Regenstein, Inc.		Matthias Paul, President

AGREEMENT AND PLAN OF MERGER

By and Between

NED DAVIS RESEARCH, INC.
(a Florida corporation)

and

DAVIS, MENDEL & REGENSTEIN, INC.
(a Georgia corporation)

This AGREEMENT and PLAN of MERGER, dated as of September 21, 2015, is entered into by and between **Ned Davis Research, Inc.**, a Florida corporation ("NDR"), and **Davis, Mendel & Regenstein, Inc.**, a Georgia corporation ("DMR").

WHEREAS, NDR and DMR deem it in the best interests of each entity and their respective stockholders that DMR merge with and into NDR pursuant to this Agreement, Section 14-2-1101 of the Georgia Business Corporation Code and Section 607.1101 of the Florida Business Corporation Act, in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

NOW, THEREFORE, NDR and DMR, each in consideration of the other party joining in the execution and delivery of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby act and agree as follows:

1. **The Merger.** Subject to the terms and conditions set forth herein, at the Effective Time of the merger (as hereinafter defined), (a) DMR shall merge with and into NDR, and (b) NDR shall be the surviving business entity (the "Surviving Entity").
2. **Effective Time of the Merger.** As used herein, the term "Effective Time" shall mean October 1, 2015.
3. **Mechanics of Merger.** At the Effective Time:
 - (a) each of the shares representing stock of DMR which were issued and outstanding immediately prior to the Effective Time shall be cancelled; and
 - (b) each of the shares representing stock of NDR which were issued and outstanding immediately prior to the Effective Time shall remain a share of the Common Stock, \$0.01 par value, of the Surviving Entity.
4. **Effects of Merger.**
 - (a) As a result of the Merger, all corporate acts, plans, policies, approvals and

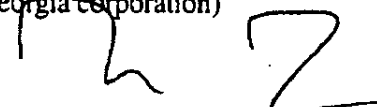
authorizations of DMR, its directors, officers, employees and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of NDR and shall be effective and binding thereon as they were on DMR.

- (b) As a result of the Merger, NDR shall succeed to and possess, without further act or deed, all the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of DMR, and all debts due to DMR, on whatever account, shall be vested in NDR; all claims, demands, property, rights, privileges, powers and franchises and every other interest of DMR shall become the property of NDR as if it were DMR; the title to any real estate vested by deed or otherwise in DMR shall not revert or be in any way impaired by reason of the merger, but shall be vested in NDR; the title to any bank accounts of DMR shall not revert or be in any way impaired by reason of the merger, but shall be vested in NDR; all rights of creditors and all liens upon any property of DMR shall be preserved unimpaired; and all debt, liabilities and duties of DMR shall thenceforth attach to NDR and may be enforced against it to the same extent as if such debts liabilities and duties had been incurred or contracted by it.
 - (c) This Agreement and Plan of Merger constitutes a Plan of Reorganization under the Internal Revenue Code, Section 361, as well as a Plan of Merger, to be carried out in the manner, on the terms and subject to the conditions herein set forth.
- 5. Articles of Incorporation. The Articles of Incorporation of the Surviving Entity shall be the Articles of Incorporation of NDR as in effect immediately prior to the Effective Time of the Merger.
 - 6. Directors and Officers. The directors of NDR immediately prior to the Effective Time and the officers of NDR immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation, to hold office until the earlier election and qualification of their successors or until their earlier resignation or removal.
 - 7. Further Assurances. As of and after the completion of the Merger, the officers and directors of NDR are hereby authorized in the name of NDR to execute, acknowledge and deliver all of the instruments and do all things as may be necessary or desirable to vest in NDR any property rights of DMR or to otherwise carry out the purposes of this Agreement.
 - 8. Stockholder Approval. This Agreement shall be submitted for approval by the stockholders of DMR and NDR.
 - 9. Abandonment. The transactions contemplated by this Agreement may be abandoned by mutual consent and agreement of DMR and NDR at any time prior to Effective Time.

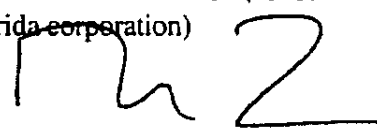
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Agreement and Plan of Merger to be signed as of the date first written above.

DAVIS, MENDEL & REGENSTEIN, INC.
(a Georgia corporation)

By: 
Name: Matthias Paul
Title: President

NED DAVIS RESEARCH, INC.
(a Florida corporation)

By: 
Name: Matthias Paul
Title: President