

Division of Corporations

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568279

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

McDash Analytics, LLC

Certificate of Status	0
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\$60.00

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Help

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
McDash Analytics, Inc.	Florida	Corporation 368279
McDash Analytics, LLC	Colorado	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
McDash Analytics, LLC	Colorado	Limited Liability Company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:
N/A.

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

McDash Analytics, LLC
1601 Arapahoe St.
9th Floor
Denver, CO 80202

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S.:

McDash Analytics, LLC
1601 Arapahoe St.
9th Floor
Denver, CO 80202

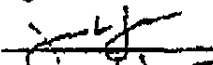

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

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D.G. AS

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Name of Individual:
McDash Analytics, Inc.		James L. Jados, President
McDash Analytics, LLC		James L. Jados, Manager

Corporations:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

General Partnerships:**Signature of a general partner or authorized person****Florida Limited Partnerships:****Signatures of all general partners****Non-Florida Limited Partnerships:****Signature of a general partner****Limited Liability Companies:****Signature of a member or authorized representative****Fees: \$35.00 Per Party****Certified Copy (optional): \$8.75****Attached: Agreement and Plan of Merger**

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement"), is made this __ day of December 2006, by and between McDash Analytics, Inc., a Florida corporation ("McDash Inc."), and McDash Analytics, LLC, a Colorado limited liability company ("McDash LLC").

RECITALS

WHEREAS, the board of directors of McDash Inc. and the manager of McDash LLC have determined that it is in the best interest of McDash Inc. and McDash LLC that McDash Inc. be merged with and into McDash LLC pursuant to Title XXXVI Section 607.1108 of the Florida Statutes, as amended, and Section 7-90-203 of the Colorado Corporations and Associations Act, as amended; and

WHEREAS, the board of directors and shareholders of McDash Inc. and the manager and members of McDash LLC have duly adopted and approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, it is agreed as follows:

1. **Merger.** On the terms set forth in this Agreement, McDash Inc. shall be merged with and into McDash LLC ("Merger"), and McDash LLC shall be the surviving entity (sometimes hereafter referred to as "Surviving Company"). The Merger shall be effective as of the filing of the Articles of Merger, a form of which is attached hereto as Exhibit A, with the Secretary of State of Florida and the Statement of Merger, a form of which is attached hereto as Exhibit B, with the Secretary of State of Colorado (the "Effective Time").

2. **Conversion of Interest.** At the Effective Time, by virtue of the Merger and without any further action on the part of McDash Inc. or McDash LLC, the issued and outstanding shares of McDash Inc. shall be converted, by a 1:1 or other proportional ratio, into membership interests in McDash LLC.

3. **Governing Documents.** The articles of organization and operating agreement of McDash LLC, as in effect immediately prior to the Effective Time, shall be the governing documents of Surviving Company.

4. **Succession.** At the Effective Time, the separate existence of McDash Inc. shall cease, and all rights, privileges, powers and franchises of McDash Inc., and all property, real, personal and mixed, and all debts due to McDash Inc. on whatever account, and all other things belonging to McDash Inc., shall be vested in Surviving Company, and all such property, rights, privileges, powers, franchises and all other interests shall thereafter be the property of Surviving Company as effectively as they were of McDash Inc. prior to the Effective Time. The title to any real property vested by deed or otherwise in McDash Inc. shall not revert or be in any way impaired by reason of the Merger but shall be preserved unimpaired and all debts, liabilities and duties of McDash Inc. shall attach to Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by Surviving

Company. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of McDash Inc. and its board of directors which were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of Surviving Company and shall be as effective and binding thereon as the same were with respect to McDash Inc.

5. **Further Assurances.** From time to time, as and when required by Surviving Company, or by its successors and assigns, there shall be executed and delivered on behalf of McDash Inc. such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other actions, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Surviving Company the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of McDash Inc., and otherwise to carry out the purposes of this Agreement, and Surviving Company is fully authorized in the name and on behalf of McDash Inc. or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

6. **Service of Process.** McDash LLC agrees that, as of the Effective Time, it irrevocably appoints the Secretary of State of Florida as its agent to accept service of process, and that it may be so served with process in Florida, in any proceeding to enforce the obligations of McDash Inc.

7. **Amendment.** Subject to applicable law, this Agreement may be amended, modified or supplemented at any time prior to the Effective Time with respect to any of the terms contained in this Agreement.

8. **Termination.** At any time prior to the Effective Time, this Agreement may be terminated and the Merger may be abandoned by any party hereto if circumstances arise which, in the opinion of such party, make the Merger inadvisable.

9. **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Colorado.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

11. **Manager Information.**

James L. Jados
1601 Arapahoe St.
9th Floor
Denver, CO 80202

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IN WITNESS WHEREOF, McDash Inc. and McDash LLC have caused this Agreement to be signed by their respective duly authorized members as of the date first above written.

MCDASH ANALYTICS, INC.

By: 
James L. Jodice, its President

MCDASH ANALYTICS, LLC

By: 
James L. Jodice, its Manager