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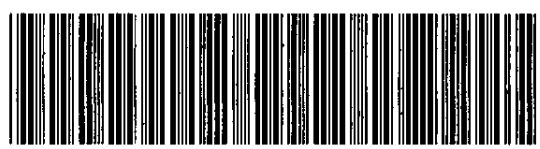
(Business Entity Name)

(Document Number)

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EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Atrio, LLC a Colorado Limited Liability Company
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Peter B. Scott, J.D., LL.M. (Tax), CFP

Contact Person

Keeth-Scott Law Group, P.C.

Firm/Company

1120 Lincoln Street, Suite 1511

Address

Denver, CO 80203

City, State and Zip Code

peter@keeth-scott.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Robert H Culton II

Name of Contact Person

at (407)

647-7526

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
Atrio, LLC	Florida	Limited Liability Company
Atrio, 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>
Atrio, 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:

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:

104 Broadway, Suite 200

Denver, CO 80203

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:

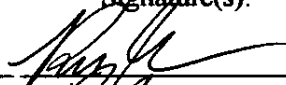

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

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.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Atrio, LLC a Florida LLC		Karolina Triska
Atrio, LLC a Colorado LLC		Karolina Triska

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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PLAN OF MERGER

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>
Atrio, LLC	Colorado	Limited Liability Company
Atrio, LLC	Florida	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>
Atrio, LLC	Colorado	Limited Liability Company

THIRD: The terms and conditions of the merger are as follows:

See Attached Merger Agreement

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Appaisal rights provided in Florida Statutes section 608.4532

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Appaisal rights provided in Florida Statutes section 608.4532

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

None

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

None

(Attach additional sheet if necessary)

MERGER AGREEMENT

THIS MERGER AGREEMENT (this "**Agreement**"), dated Oct 29, 2009, is made by and between Atrio, LLC., a Florida Limited Liability Company ("Atrio"), and Atrio, LLC., a Colorado Limited Liability Company, (the "**Company**") (together, the "**Constituent Companies**").

RECITALS:

- A. The Members of the Company and Atrio have each approved, adopted and declared advisable and in the best interests of the holders of Membership Interests of the Company and Atrio, respectively, this Agreement, the merger of Atrio with and into the Company (the "**Merger**") in accordance with the terms of this Agreement and the applicable provisions of the Florida Business Corporation Act ("FBCA") the Colorado Corporations and Associations Act ("CCAA").
- B. This Merger is authorized by Florida Statute Section 608.438.
- C. This Merger is authorized by Colorado Statute Section 7-90-203.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Atrio and the Company agree as follows:

1 Definitions.

For purposes of this Agreement, the following terms shall have the meanings set forth below and any derivatives of the terms shall have correlative meanings:

"Member" shall mean a person with an ownership interest in a limited liability company with the rights and obligations specified under this article. In the case of a limited liability company with only one member, "members" and "all of the members" refers to such one member.

"Membership Interest" shall mean a member's share of the profits and losses of a limited liability company and the right to receive distributions of such company's assets.

"Contracts" shall mean, collectively, all oral and written contracts, agreements, instruments, documents, leases, indentures, insurance policies, undertakings or other obligations.

"Governmental Authority" shall mean the government of the United States or any foreign jurisdiction, any state, county, municipality or other governmental or quasi governmental unit, or any agency, board, bureau, instrumentality, department or commission (including any court or other tribunal) of any of the foregoing and any body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority of any nature whatsoever.

"Knowledge" shall mean that an individual:

- (1) is actually aware of such fact or other matter, or
- (2) a prudent individual in the position of the Company could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonable investigation concerning the existence of such fact or other matter.

A Person other than an individual will be deemed to have "Knowledge" of a particular fact or matter if any individual who is serving as a director, officer, partner, executor, or trustee of such Person (or in any similar capacity) has, or at any time had, Knowledge of such fact or matter,

"Laws" shall mean, collectively, all federal, state, local, municipal, foreign or international constitutions, laws, statutes, ordinances, rules, regulations, codes, or principles of common law.

"Leases" shall mean, collectively, leases, contracts, agreements and other documents providing the Company with a right to use specified real and/or personal property.

"Licenses" shall mean, collectively, governmental, regulatory, administrative and non governmental licenses, permits, approvals, certifications, accreditations, notices and other authorizations.

"Orders" shall mean all decisions, injunctions, writs, guidelines, orders, arbitrations, awards, judgments, subpoenas, verdicts or decrees entered, issued, made or rendered by any Governmental Authority.

"Ordinary Course" shall mean the ordinary course of the Company's business, consistent with the past practices of the Company. The Ordinary Course does not include any transaction with an officer, director, shareholder or investor of the Company.

"Person" shall mean any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Authority.

2 The Merger.

2.1 Merger. Upon the terms and conditions set forth *in* this Agreement and *in* accordance with the applicable provisions of the FBCA and the CCAA, at the Effective Date (defined in Section 2.3), Atrio shall be merged with and into the Company, which latter shall be the *surviving* company (the Company is also sometimes called the "Surviving Company" herein).

2.2 Continuing Corporate Existence. Except as may otherwise be set forth herein, the existence of the Company, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the Merger, and the existence and identity of Atrio, with all its purposes, powers, franchises, privileges, rights and immunities, at the Effective Date shall be merged with and into that of the Company, and the separate corporate existence and identity of Atrio shall thereafter cease except to the extent continued by statute.

2.3 Effective Date. The Merger shall become effective at the date and time when the articles of merger are filed with the Secretary of State of Florida (the "Effective Date").

2.4 Corporate Governance.

(a) The Articles of Organization of the Company shall become the Articles of Organization of the Company as the Surviving Company.

(b) The Operating Agreement of the Company shall become the Operating Agreement of the Company as the Surviving Company.

(c) Those persons who are Members, Member Managers or Managers of the Company on the Effective Date of the Merger shall remain the Members, Member Managers or Managers of the Company as of the Effective Date.

2.5 Rights and Obligations of the Company. At the Effective Date, the Company as the Surviving Company shall have the following rights and obligations.

(a) The Company shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a Limited Liability Company organized under the laws of the State of Colorado.

(b) The Company shall possess all of the rights, privileges, immunities and franchises, of either a public or private nature, of the Company and Atrio, and all property, real, personal and mixed, and all debts due on whatever account,

and all other choses in action, and every other interest of or belonging or due to Atrio and the Company shall be taken and deemed to be transferred to or invested in the Company without further act or deed.

(c) At the Effective Date, the Company shall thenceforth be responsible and liable for all contracts, liabilities and obligations of the Company and Atrio, and any claim existing or action or proceeding pending by or against the Company or Atrio may be prosecuted against the Company as if the Merger had not occurred, or the Company may be substituted in Atrio's place. Neither the rights of creditors nor any liens upon the property of Atrio shall be impaired by the Merger.

3 Conversion of Securities.

3.1 On the Effective Date, by virtue of the Merger and without any action on the part of Atrio, the Company or the holders of Membership Interests in the Company or Atrio:

(a) The Membership Interest of each Member of Atrio as determined immediately prior to the Effective Date shall be canceled and automatically converted into an equivalent Membership Interest in The Company

(b) No Further Rights in Company Common Stock. The Merger Consideration paid and issued upon conversion of the Membership Interests in Atrio, in accordance with the terms hereof, shall be deemed to have been in full satisfaction of all rights pertaining to such Atrio membership interest.

4 Conduct Pending Closing.

4.1 From the date of this Agreement until the Effective Date, Atrio will:

(a) conduct its business only in the Ordinary Course unless otherwise expressly approved by the Company in writing (which approval will not be unreasonably withheld, conditioned or delayed);

(b) use its reasonable best efforts to preserve intact the current business organization of Atrio; keep available the services of the current officers, employees, and agents of Atrio, and maintain the relations and good will with suppliers; customers, landlords, creditors, employees, agents, and others having business relationships with Atrio;

(c) Notwithstanding anything to the contrary set forth in this Agreement, no party to this Agreement will be required to undertake and/or comply with any covenant, obligation, request or otherwise undertake any action required by this Agreement, if doing so would be, or be deemed to be, in violation of any Laws, based upon the reasonable advice of such party's legal counsel.

5 Representations and Warranties by the Company.

The Company represents and warrants that:

5.1 Enforceability. The Company has all necessary power and authority to enter into and, subject to the requisite approval by the Company's Members, consummate the transactions contemplated by this Agreement in accordance with its terms. This Agreement is a valid and binding obligation of the Company, enforceable against it in accordance with its terms.

5.2 Organization and Qualification. The Company is a Limited Liability Company duly organized and validly existing under the Laws of the State of Colorado. The Company is qualified to transact business as a domestic or foreign Limited Liability Company *or* organization in every jurisdiction where the failure to so qualify would have a Material Adverse Effect.

5.3 Conflicting Obligations on Execution. The execution and delivery of this Agreement do not conflict with or violate any provisions of, or result in the maturation or acceleration of, any obligations under any Contract, Order, License, Law or restriction to which the Company is subject or a party to the extent such conflict or violation has a Material Adverse Effect.

5.4 Compliance With Law. To the Knowledge of the Company, the conduct of the Company's business does not violate, and the Company is not in default under, any Law or Order.

6 Atrio's Representations and Warranties.

Atrio represents and warrants that:

6.1 Organization. Atrio is a Limited Liability Company duly organized and validly existing under the laws of the State of Florida.

6.2 Enforceability; Conflicting Obligations. This Agreement and all other agreements of Atrio contemplated hereby are or, upon the execution thereof, will be the valid and binding obligations of Atrio enforceable against it in accordance with their terms. The execution and delivery of this Agreement does not conflict with or violate any provision of the articles of organization of Atrio, nor any provisions of, or result in the acceleration of, any obligation of Atrio.

6.3 Authorization. Atrio has all necessary corporate power and authority to enter into and perform the transactions contemplated herein in accordance with the terms and conditions hereof. The execution and delivery of this Agreement, and the performance by Atrio of its obligations contained herein, have been duly approved by Atrio's Members.

6.4 Litigation. There is no litigation, proceeding or governmental investigation pending, or to Atrio's knowledge, threatened against or relating to the transactions contemplated herein.

7 Miscellaneous.

7.1 Further Assurances. Each party hereto shall, upon request, execute, acknowledge and deliver such other instruments as reasonably may be required to more effectively carry out the terms and conditions of this Agreement.

7.2 Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assignees, and beneficiaries in interest.

7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Colorado (regardless of its conflict of laws principles), and without reference to any rules of construction regarding the party responsible for the drafting hereof.

7.4 Expenses. Except as otherwise provided, all expenses and costs incurred in connection with this Agreement or the transactions provided for herein, shall be paid by the party incurring such expenses and costs.

7.5 Headings. All Section headings herein are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.

7.6 Amendment, Modification and Waiver. This Agreement may not be modified, amended or supplemented except by mutual written agreement of Atrio and the Company. Both Atrio and the Company may waive in writing any term or condition contained in this Agreement and intended to be for its benefit; provided, however, that no waiver by either party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term or condition.

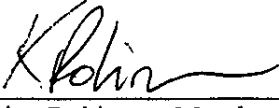
7.7 Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any prior understandings and agreements with respect to the subject matter hereof and no provision or document of any kind shall be included in or form a part of such agreement unless signed by both parties.

7.8 Third Party Beneficiaries. No third parties are intended to benefit from this Agreement, and no third party beneficiary rights shall be implied from anything contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Merger Agreement to be executed as of the date and year first above written.

Atrio, LLC a Colorado Limited Liability Company

By 
Karolina Triska, Member and Manager

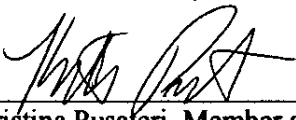
By 
Katarina Robinson, Member and Manager

By 
Kristina Pusateri, Member and Manager

Atrio, LLC a Florida Limited Liability Company

By 
Karolina Triska, Member and Manager

By 
Katarina Robinson, Member and Manager

By 
Kristina Pusateri, Member and Manager