

L05000109358

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

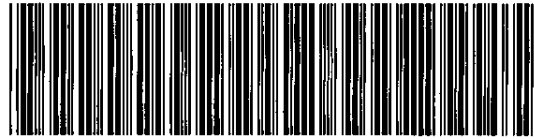
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

\$55.00
60.00

Office Use Only



700087114377

02/09/07--01029--023 **70.00

RECEIVED
07 FEB -9 PM 2:23
U.S. DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
07 FEB -9 PM 2:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: RICKY SOTO

DATE: 02/09/2007

REF. #: 000177.63856

CORP. NAME: F & I SOFTWARE SOLUTIONS, INC. merging into
DEALER INTELLIGENCE, LLC

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 520180 FOR \$ 70.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|--|---|--|
| <input type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input checked="" type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 12, 2007

CORPDIRECT AGENTS

TALLAHASSEE, FL

SUBJECT: DEALER INTELLIGENCE, LLC
Ref. Number: L05000109358

**PLEASE GIVE ORIGINAL SUBMISSION
DATE AS FILE DATE.**

We have received your document for DEALER INTELLIGENCE, LLC and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please note that we have RETAINED your \$70.00 payment.

As discussed, the merging corporation -- F & I SOFTWARE SOLUTIONS, INC. -
- must be active before this merger can be filed.

Because you have submitted the \$70.00 payment, we assume that you are filing these documents under the CORPORATION MERGER ACT.

And if that is so, then the Plan of Merger must list the names and addresses of the MANAGERS or MANAGING MEMBERS of the surviving LLC.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6914.

Buck Kohr
Document Specialist

Letter Number: 507A00010448

**PLEASE GIVE ORIGINAL SUBMISSION
DATE AS FILE DATE.**

**PLEASE GIVE ORIGINAL SUBMISSION
DATE AS FILE DATE.**

ARTICLES OF MERGER
of
F & I SOFTWARE SOLUTIONS, INC.
a Florida corporation

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

into

DEALER INTELLIGENCE, LLC,
a Florida limited liability company

In accordance with the terms and provisions of the Florida Limited Liability Company Act and the Florida Business Corporation Act, Dealer Intelligence, LLC, a Florida limited liability company ("**Surviving LLC**"), hereby submits the following Articles of Merger in accordance with Florida Statutes Section 608.4382, duly executed by each party to the merger:

FIRST: The exact name, type of entity, jurisdiction, and document number for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>	<u>Florida Document Number</u>
F & I Software Solutions, Inc	Florida	Corporation	P03000091187

SECOND: The exact name, type of entity, jurisdiction, and document number for each **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>	<u>Florida Document Number</u>
Dealer Intelligence, LLC	Florida	Limited Liability Company	L05000109358

THIRD: The Plan of Merger attached hereto as **Exhibit "A"** (the "**Plan of Merger**") meets the requirements of Florida Statutes Section 608.438 et seq. and Florida Statutes Section 607.1108 et seq., and was unanimously approved and adopted by all of the shareholders of F & I Software Solutions, Inc, a Florida corporation (the "**Disappearing Corporation**"), in accordance with Florida Statutes Section 607.1108 et seq., and all of the members of the Surviving LLC in accordance with Florida Statutes Section 608.4381.

FOURTH: The merger is permitted under the laws of the State of Florida and is not prohibited by the Articles of Incorporation or By-Laws of the Disappearing Corporation or the Articles of Organization of the Surviving LLC.

FIFTH: The merger shall be effective as of 11:59 P.M. on the date of filing of these Articles of Merger with the Florida Department of State (the "Effective Time").

SIXTH: These Articles of Merger comply and were executed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Articles of Merger as of this 1st day of July, 2006.

DISAPPEARING CORPORATION:

F & I SOFTWARE SOLUTIONS, INC, a
Florida corporation

By: 
Erik Day, President

SURVIVING LLC:

DEALER INTELLIGENCE, LLC, a Florida
limited liability company

By: 
Erik Day, President

EXHIBIT "A"

PLAN OF MERGER

We hereby submit the following plan of merger (the "**Plan**") in accordance with Florida Statutes Section 608.438 and Florida Statutes Section 607.1108. The Plan has been approved by each party to the merger in accordance with Florida Statutes Section 608.4381 and Florida Statutes Section 607.1108.

FIRST: The exact name and jurisdiction of each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
F & Software Solutions, Inc	Florida

SECOND: The exact name and jurisdiction of each **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Dealer Intelligence, LLC	Florida

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

(a) **Merger.** In accordance with Florida Statutes Section 608.438 and Florida Statutes Section 607.1108, the merging party, F & I Software Solutions, Inc, a Florida corporation (the "**Disappearing Corporation**"), shall merge with and into the surviving party, Dealer Intelligence, LLC, a Florida limited liability company ("**Surviving LLC**"), as of 11:59 P.M. on the date of filing of these Articles of Merger with the Florida Department of State (the "**Effective Time**"). At the Effective Time, the separate existence of the Disappearing Corporation shall cease and the Surviving LLC shall continue to exist under and be governed by the Florida Limited Liability Company Act (the "**Act**").

(b) **Articles of Organization.** The Articles of Organization of the Surviving LLC, in effect immediately prior to the Effective Time shall, without any changes, be the Articles of Organization of the Surviving LLC immediately following the Effective Time and until further amended as permitted by law.

(c) **Officers.** The officers of the Surviving LLC in office immediately prior to the Effective Time shall continue to be the officers of the Surviving LLC immediately following the Effective Time and shall hold office in accordance with the Articles of Organization and Operating Agreement of the Surviving LLC.

(d) **Effect of Merger.** As of the Effective Time, the separate existence of the Disappearing Corporation shall cease and the Surviving LLC shall be fully vested with all rights, privileges, properties, immunities, disabilities and duties of the Disappearing Corporation as more particularly set forth in Sections 608.4383 and 607.11101 of the Florida Statutes.

FOURTH:

(a) **Conversion of Interests.** The manner and basis for converting the interests of the Disappearing Corporation into the interests of the Surviving LLC are as follows as of the Effective Time: (i) each share of common stock of the Disappearing Corporation shall, by operation of the merger, cease to represent an interest in the Disappearing Corporation, and shall instead represent only the right to receive the Merger Consideration (as hereinafter defined) payable to the holder thereof as set forth in Section (b) of this Article FOURTH; and (ii) the Surviving LLC shall distribute the Merger Consideration to the shareholder of the Disappearing Corporation as set forth in Section (b) of this Article FOURTH.

(b) **Merger Consideration.** As of the Effective Time, the Surviving LLC shall distribute to each of the shareholders of the Disappearing Corporation One Dollar (\$1.00) (the "Merger Consideration").

(c) **Rights to Acquire Interests.** There are no rights to acquire any interest in the Disappearing Corporation or the Surviving LLC.

FIFTH: Other provisions relating to the merger are as follows:

(a) **Management.** The Surviving LLC shall be managed by one (1) or more managers.

(b) **Succession and Assignment.** This Plan of Merger shall be binding upon and inure to the benefit of the parties named herein and their respective successors, permitted assigns, distributees, heirs, and grantors of any revocable trusts of a party hereto.

(c) **Amendments and Waivers.** No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and signed by the parties hereto. No waiver by any party of any breach, default or misrepresentation, whether intentional or not, shall be deemed to extend to any prior or subsequent breach, default or misrepresentation or affect in any way any rights arising by virtue of any prior or subsequent occurrence. All waivers must be in writing, signed by the waiving party, to be effective.

(d) **Severability.** Any term or provision of this Plan of Merger that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(e) **Further Assurances.** Each party hereto shall, at the reasonable request of the other party, execute and deliver to the other party all further documents, instruments, assignments and assurances, and take any actions reasonably requested by the other party that are reasonably necessary to effect the merger and otherwise to carry out the terms and provisions of this Plan of Merger.

The parties hereto have executed this Agreement as of the 1st day of July, 2006, as evidence that they agree, accept and adopt this Plan of Merger.

DISAPPEARING CORPORATION:

F & I SOFTWARE SOLUTIONS, INC., a
Florida corporation

By: 
Erik Day, President

SURVIVING LLC:

DEALER INTELLIGENCE, LLC, a Florida
limited liability company

By: 
Erik Day, President

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