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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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MERGER OR SHARE EXCHANGE

Ten-8 Software Solution, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	27/5
Estimated Charge	\$85.00

G. HARVEY

JUL 31 2009

EXAMINER

**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>
Crime ID, LLC	Florida	Limited Liability Company

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Ten-8 Software Solutions, Inc.	Maine	Corporation

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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TALLAHASSEE, FLORIDA

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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:

999 Roosevelt Trail, P.O. Box 1385

Windham, Maine 04062

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, 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:



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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:
Crime ID, LLC		Bruce Berg
Ten-8 Software Solutions, Inc.		Allen W. Faraday

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

<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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TALLAHASSEE, FLORIDA

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>
Crime ID, 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>
Ten-8 Software Solutions, Inc.	Maine	Corporation
_____	_____	_____

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

See Agreement and Plan of Merger attached hereto as Exhibit A.

(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:

See Agreement and Plan of Merger attached hereto as Exhibit A.

(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:

See Agreement and Plan of Merger attached hereto as Exhibit A.

(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:

(Attach additional sheet if necessary)

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

See Agreement and Plan of Merger attached hereto as Exhibit A.

(Attach additional sheet if necessary)

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TALLAHASSEE, FLORIDA

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of July ~~23~~, 2009, is by and between TEN-8 SOFTWARE SOLUTIONS, INC., a Maine corporation ("Newco"), CRIME ID, LLC, a Florida limited liability company ("LLC") and BRUCE BERG, an individual residing in West Palm Beach, Florida ("Berg"). Newco and LLC are sometimes referred to herein as the "Constituent Entities."

RECITALS

- A. LLC is a limited liability company organized under the laws of the State of Florida.
- B. Newco is a corporation incorporated under the laws of the State of Maine.
- C. Title 36, Section 608.438 of the Florida Limited Liability Company Act (the "Florida LLC Act") permits a merger of a limited liability company of the State of Florida with and into a corporation of another jurisdiction.
- D. Title 13-C, Section 1102 of the Maine Business Corporation Act (the "MBCA") permits a merger of a limited liability company of another jurisdiction with and into a corporation of the State of Maine.
- E. In furtherance of such merger, it is contemplated that Newco will exchange all of the issued and outstanding membership interests of LLC for the consideration described herein.
- F. The (i) Board of Directors and the stockholders of Newco, and (ii) the Managers and the Member of LLC, have each duly approved the Merger (as defined below) upon the terms and subject to the conditions set forth in this Agreement and in accordance with the Florida LLC Act and the MBCA, as applicable.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Newco, Berg and LLC hereby agree as follows:

1. The Merger

1.1 The Merger. In accordance with the provisions of this Agreement, the MBCA and the Florida LLC Act, LLC shall be merged (the "Merger") with and into Newco, the separate existence of LLC shall cease and Newco shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be "Ten-8 Software Solutions, Inc."

1.2 Filing and Effectiveness. The Merger shall become effective when the following conditions shall have been satisfied or waived in accordance with Section 3.4. hereto:

(a) This Agreement and the Merger shall have been adopted and approved in accordance with the requirements of the MBCA and the Florida LLC Act;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) Properly executed articles of merger meeting the requirements of the MBCA and the Florida LLC Act shall have been filed with the Secretary of State of the State of Maine and the Secretary of State of the State of Florida, respectively; and

(d) The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Time."

1.3 Effect of the Merger. After the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of Newco and LLC, all property, real, personal and mixed, and all debts due on whatever account and all choses in action and all and every other interest, of belonging to or due each of the Constituent Entities shall be vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in LLC or the Surviving Corporation shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Entities so merged. The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the MBCA, and neither the rights of creditors nor any liens upon the respective properties of the Constituent Entities and the Surviving Corporation shall be impaired by the Merger; all with the effect set forth in the MBCA and the Florida LLC Act, as applicable.

1.4 Articles of Incorporation; Bylaws; Directors and Officers. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of Newco, as in effect immediately prior to the Effective Time. The Bylaws of the Surviving Corporation shall be the Bylaws of Newco as in effect immediately prior to the Effective Time. The directors of Newco immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, and the officers of Newco immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their successors are elected and qualified.

1.5 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of Newco, each membership unit of LLC ("Membership Unit") issued and outstanding immediately prior to the Effective Time shall be canceled and extinguished and be converted into and become a right to one (1) newly and validly issued, fully paid and non-assessable shares of common stock of the Surviving Corporation ("Common Stock") without interest thereon or any additional payment in respect thereof. The total number of shares of Common Stock which will be issued to the current holders of the Membership Units is Two Thousand (2,000). Each share of Common Stock of Newco which shall be issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding. The

parties acknowledge and agree that the number of shares of Common Stock to be issued to Berg in the Merger reflects \$50,000 of the amounts Berg has previously invested in the LLC or the assets owned or acquired by it.

1.6 Adjustments. If, between the date of this Agreement and the Effective Time, any outstanding shares of capital stock, or membership interests, as applicable, of LLC or Newco shall be changed into a different number of shares or a different class by reason of any reclassification, recapitalization, split-up, combination, exchange of shares or readjustment, or a stock dividend or stock split thereon shall be declared with a record date prior to the Effective Time, the amount of consideration to be received pursuant to this Agreement shall be correspondingly adjusted, as appropriate.

2. Representations and Warranties of LLC and Berg. LLC and Berg, jointly and severally, hereby represent and warrant the following to Newco as of the date hereof and as of the Effective Time:

2.1 Organization; Authority. LLC (a) is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Florida, and (b) has full power and authority to conduct its business as currently and heretofore conducted, to own all of its assets and properties which are or have been used in the operation of such business, and to enter into this Agreement and to carry out the transactions contemplated hereby. This Agreement has been duly executed and delivered on behalf of LLC. LLC has received all necessary authorization to enter into this Agreement, and this Agreement is a legal, valid and binding obligation of LLC, enforceable against LLC in accordance with its terms.

2.2 No Conflicts. The execution and delivery of this Agreement and the consummation of the transactions contemplated by it will not violate any provision of LLC's Articles of Organization or Operating Agreement, nor violate, conflict with or result in any breach of any of the terms, provisions or conditions of, or constitute a default or cause acceleration of any indebtedness under, any agreement or instrument to which LLC is a party or by which it or its assets may be bound, or cause a breach of any applicable federal or state law or governmental regulation, or any applicable order, judgment, writ, award, injunction or decree of any court or governmental instrumentality.

2.3 Capitalization. There are 2,000 Membership Units of LLC issued and outstanding as of the date hereof and as of the Effective Time. All such membership Units have been duly authorized and validly issued, are fully paid and nonassessable, and were offered, issued, sold and delivered by LLC in compliance with all applicable laws, including, without limitation, those laws concerning the issuance of securities. No subscription, option, warrant, call, convertible or exchangeable security, other conversion right or commitment of any kind exists which obligates (i) LLC to issue any of its Membership Units, or (ii) any member of LLC to sell or otherwise transfer any Membership Units. Berg, holder of 2,000 Membership Units of LLC, is the sole member of the LLC. Berg is the record and beneficial owner and holder of all of the issued and outstanding Membership Units of LLC, free and clear of all mortgages, liens, claims, pledges, security interests, rights of purchase, and other encumbrances whatsoever (collectively, "Encumbrances").

2.4 Distributions. LLC has not declared a distribution of any kind or character for the benefit of the Members which has not been made.

2.5 Assets. All of LLC's assets are listed on Schedule 2.5 attached hereto (collectively, "LLC Assets"). LLC has good, marketable, and valid title to all LLC Assets, LLC Assets are free and clear of all Encumbrances, and LLC Assets include all of the assets used by LLC, or formerly used by Ten-8 Software Solutions, LLC, a Florida limited liability company (the "Predecessor"), prior to its dissolution, in the operation of their respective businesses (the "Business") and constitute all of the assets necessary for Newco to operate the Business following the consummation of the Merger in the same manner LLC and the Predecessor operated the Business during the twelve (12) month period immediately prior to the date hereof.

2.6 Intangible Personal Property. With respect to all intangible personal property owned or used by LLC, or formerly owned or used by the Predecessor, in the operation of the Business (collectively, the "Intangible Personal Property"), including, but not limited to, (i) computer software and programs, including LLC's Traffic Statute Identification Program (TSIP) and Crime Statute Identification Program (CSIP), software in progress, computer operating systems and applications, United States and foreign patents, patent applications, including United States Patent Application No. 11/755,056, published on December 12, 2008 under Pub. No. US 208/0301088 A1 US, trade names, trademarks, trade name and trademark registrations, copyright registrations and applications for any of the foregoing, and (ii) all licenses or similar agreements or arrangements to which LLC is a party either as licensee or licensor for the Intangible Personal Property:

(a) LLC owns or has the right to use such Intangible Personal Property, free and clear of all Encumbrances.

(b) No interference actions or other judicial or adversary proceedings concerning any of such Intangible Personal Property are pending and, to the best of LLC's knowledge, no such action or proceeding is threatened;

(c) LLC has the right and authority to use such Intangible Personal Property in connection with the conduct of the Business, and, to the best of LLC's knowledge, such use does not conflict with, infringe upon or violate any rights of any other person, entity or trust; and

(d) There is no intangible personal property used by LLC, or formerly used by the Predecessor, in the operation of the Business which is not owned by or licensed to LLC.

2.7 Liabilities. Except for liabilities or obligations incurred in the ordinary course of business consistent with past practice (the "LLC Liabilities"), LLC has not incurred any liability or obligation, including any indebtedness, of any nature whatsoever, whether absolute, accrued or contingent or otherwise and whether due or to become due. The total amount of LLC Liabilities does not exceed Fifty-One Thousand Dollars (\$51,000), including a promissory note payable to Berg (without interest) in an original principal amount of \$50,000 and calling for five (5) equal payments of \$10,000 each on each July 1 beginning on July 1, 2010 (the "Note"), and the amount of LLC Liabilities owed to Berg (other than the Note) does not exceed Five Hundred Dollars (\$500). Berg hereby forever releases, discharges and acquits any and all claims he may

have (known or unknown, fixed or contingent) against the LLC, except as expressly provided in the immediately preceding sentence.

2.8 Compliance with Laws. The Business has at all times been, and is being, conducted in compliance with all applicable local, state, and federal laws, rules, regulations, orders, decrees, and ordinances.

2.9 Litigation. There is no suit, action, proceeding (legal, administrative or otherwise), claim, investigation or inquiry (by an administrative agency, governmental body, arbitration tribunal or otherwise) pending or threatened against LLC or Berg or which otherwise may adversely affect LLC Assets or the Business. There is no outstanding judgment, order, writ, injunction or decree of any court, administrative agency, governmental body or arbitration tribunal against or affecting LLC, LLC Assets or the Business.

2.10 Insolvency. No insolvency proceeding of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting LLC or any of the LLC Assets is pending or, to the best of the LLC's and Berg's knowledge, threatened.

2.11 Full Disclosure. LLC and Berg have disclosed to Newco all material facts relating to LLC, LLC Assets, the Business and the transactions contemplated by this Agreement. No representation or warranty of LLC or Berg contained in this Agreement, in any other agreement contemplated hereby, or in any of the Exhibits or Schedules attached hereto, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.

3. Representations and Warranties of Newco. Newco hereby represents and warrants the following to LLC and Berg as of the date hereof and as of the Effective Time:

3.1 Organization; Authority. Newco (a) is a corporation duly formed, validly existing and in good standing under the laws of the State of Maine, and (b) has full power and authority to conduct its business as currently and heretofore conducted, to own all of its assets and properties which are or have been used in the operation of such business, and to enter into this Agreement and to carry out the transactions contemplated hereby. This Agreement has been duly executed and delivered on behalf of Newco. Newco has received all necessary authorization to enter into this Agreement, and this Agreement is a legal, valid and binding obligation of Newco, enforceable against Newco in accordance with its terms.

3.2 No Conflicts. The execution and delivery of this Agreement and the consummation of the transactions contemplated by it will not violate any provision of Newco's Articles of Incorporation or Bylaws, nor violate, conflict with or result in any breach of any of the terms, provisions or conditions of, or constitute a default or cause acceleration of, any indebtedness under any agreement or instrument to which Newco is a party or by which it or its assets may be bound, or cause a breach of any applicable federal or state law or governmental regulation, or any applicable order, judgment, writ, award, injunction or decree of any court or governmental instrumentality.

4. Additional Agreements.

4.1 Further Assurances. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement, and to cooperate with each other in connection with the foregoing, including using best efforts (i) to obtain all necessary waivers, consents and approvals from other parties to material loan agreements, leases and other contracts, if any, (ii) to obtain all necessary consents, approvals and authorizations as are required to be obtained under any federal, state or foreign law or regulations, (iii) to defend all lawsuits or other legal proceedings challenging this Agreement, or the consummation of the transactions contemplated hereby, and thereby, (iv) to lift or rescind any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby, (v) to effect all necessary registrations and filings and submissions of information requested by governmental authorities; and (vi) to fulfill all conditions to this Agreement.

4.2 Indemnification. The representations, warranties, and covenants of Newco, LLC and Berg set forth herein shall indefinitely survive the consummation of the Merger. LLC and Berg, jointly and severally, covenant and agree to defend, indemnify and hold Newco and its directors, officers, shareholders, employees, agents, successors and assigns harmless from and against any and all claims, liabilities, expenses, losses or other damages (including, without limitation, reasonable attorneys' fees and expenses) arising out of or otherwise resulting from (i) any inaccuracy of any representation or warranty made by LLC or Berg herein, (ii) any breach or misrepresentation of any such representation or warranty, (iii) any breach of or failure to comply with any covenant or other agreement made by LLC or Berg herein or any other instrument, document, or agreement executed by LLC or Berg in connection with the consummation of the Merger, or (iv) the business of LLC (or Predecessor) prior to the Effective Time.

5. Termination, Amendment and Waiver.

5.1 Termination. This Agreement may be terminated or abandoned at any time prior to the Effective Time, whether prior to or after any required approval of the Merger:

(a) By mutual written consent of (i) the Board of Directors of Newco, and (ii) the Managers of LLC; and

(b) Automatically, if the Merger shall not have been consummated on or before July 31, 2009.

5.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 3.1, this Agreement shall forthwith become void and there shall be no liability on the part of Newco or LLC.

5.3 Amendment. This Agreement may be amended by action of the Board of Directors of Newco and the Managers of LLC set forth in an instrument in writing signed on behalf of each of the parties hereto to the extent permitted by the Florida LLC Act and the MBCA and subject to compliance with applicable federal securities laws.

5.4 Waiver. At any time prior to the Effective Time, either party hereto, by action taken by the Board of Directors of Newco and the Managers of LLC, may (i) extend the time for the performance of any of the obligations or other acts of any other party hereto or (ii) subject to Section 5.3, waive compliance with any of the agreements of any other party or with any conditions to its own obligations. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party by a duly authorized officer.

5.5 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Newco and LLC have caused this Agreement to be executed
as of the date first written above by their respective officers thereunder duly authorized.

TEN-8 SOFTWARE SOLUTIONS, INC.,
a Maine corporation

By: Allen W. Faraday
Name: Allen W. Faraday
Its: President

CRIME ID, LLC,
a Florida limited liability company

By: Bruce Berg
Name: Bruce Berg
Its: President

Bruce Berg
Bruce Berg, individually

SCHEDULE 2.5

Crime ID, Schedule of Assets

1. Concept for and software know as Ten-8 Software, TSIP, CSIP
2. Trademark application: TSIP, Traffic Statute Identification Program
3. Trademark application: CSIP, Criminal Statute Identification Program
4. List of clients
5. Website, www.ten-8software.com
6. Contract with GoDaddy for hosting website
7. Patent Application 11/755,056

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TALLAHASSEE, FLORIDA**