

M19000000952

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

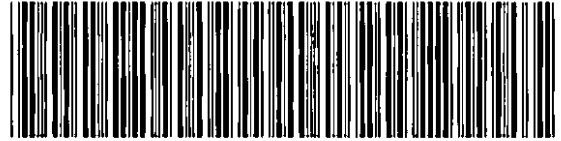
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C. GOLDEN

OCT - 8 2020

Sunshine State Corporate Compliance Company

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 09/30/2020

****WALK IN****

ENTITY NAME BRIGHTGAUGE SOFTWARE, INC.

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

XXXX

Plain Copy

Certified Copy

Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certificate of Good Standing

****APOSTILLE' / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$60.00

ACCOUNT #: I20160000072

Please call Tina at the above number for any issues or concerns. Thank you so much!

Sunshine State Corporate Compliance Company

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 10/2/2020

****WALK IN****

ENTITY NAME _____

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

Plain Copy
Certified Copy
Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments
Certificate of Good Standing

****APOSTILLE' / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$10.00

ACCOUNT #: I20160000072

Please call Tina at the above number for any issues or concerns. Thank you so much!



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 6, 2020

SUNSHINE STATE CORPORATE COMPLIANCE COMPANY

SUBJECT: CONTINUUM MANAGED SERVICES HOLDCO, LLC
Ref. Number: M19000000952

CORRECTED
Please Allow For
Same File Date

We have received your document for CONTINUUM MANAGED SERVICES HOLDCO, LLC and the authorization to debit your account in the amount of \$70.00. However, the document has not been filed and is being returned for the following:

Articles of Merger for a Florida or Foreign profit corporation are filed pursuant to section 607.1105, Florida Statutes. Please correct wherever it appears in your document.

Please correct your document to reflect that it is filed pursuant to the correct statute number.

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) 245-6050.

Claretha Golden
Regulatory Specialist II

Letter Number: 820A00019360

2020 OCT -7 PM 1:05
CLARETHA GOLDEN



FLORIDA DEPARTMENT OF STATE
Division of Corporations

October 1, 2020

CORRECTED

SUNSHINE STATE CORPORATE COMPLIANCE COMPANY Please Allow For
Same File Date

SUBJECT: CONTINUUM MANAGED SERVICES HOLDCO, LLC
Ref. Number: M19000000952

We have received your document for CONTINUUM MANAGED SERVICES HOLDCO, LLC and the authorization to debit your account in the amount of \$60.00. However, the document has not been filed and is being returned for the following:

Articles of Merger for a Florida or foreign profit corporation are filed pursuant to section 607.1105, Florida Statutes. A merger form is enclosed.

You have submitted two (2) merger documents, please resubmit one document with both signatures; also the fee to file is \$35 per entity.

There is a balance due of \$10.00.

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) 245-6050.

Claretha Golden
Regulatory Specialist II

Letter Number: 320A00018973

2020 OCT -5 PM 1:05

**ARTICLES OF MERGER OF
DOMESTIC CORPORATION INTO
FOREIGN LIMITED LIABILITY COMPANY**

The following Articles of Merger are submitted to merge the following Florida profit corporation in accordance with Section 607.1105 of the Florida Business Corporation Act:

1. The exact name, entity type and jurisdiction of each merging entity is:

<u>Name</u>	<u>Entity Type</u>	<u>Jurisdiction</u>
BrightGauge Software, Inc.	corporation	Florida

2. The exact name, entity type and jurisdiction of the surviving entity is:

<u>Name</u>	<u>Entity Type</u>	<u>Jurisdiction</u>
Continuum Managed Services Holdco, LLC	limited liability company	Delaware

3. The agreement and plan of merger attached as Exhibit A, was approved by the domestic merging entity that is a corporation in accordance with the provisions of Section 607.1105 of the Florida Statutes.

4. The attached agreement and plan of merger was approved by the foreign surviving entity that is a limited liability company in accordance with the applicable laws of Delaware under which such limited liability company is formed and organized.

5. The effective time and date of the merger shall be 12:07 a.m. on October 1, 2020.

6. The surviving entity is not formed or organized under the laws of Florida, the surviving entity's principal office address is 4110 George Road, Suite 200, Tampa, Florida 33634.

7. The surviving party, an out-of-state entity:

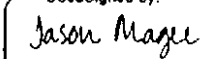
- a. Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the domestic corporation that is party to the merger.
- b. Agrees to promptly pay the dissenting shareholders of the domestic corporation that is a party to the merger the amount, if any, to which they are entitled under the provisions of the Florida Business Corporation Act.

8. Signature(s) for Each Party:

Merging Entity:

BrightGauge Software, Inc.,
a Florida corporation

By:

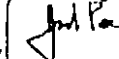


Jason Magee, President

Surviving Entity:

Continuum Managed Services Holdco, LLC,
a Delaware limited liability company

By:



Josh Poe, Authorized Person

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER
OF
BRIGHTGAUGE SOFTWARE, INC.
WITH AND INTO
CONTINUUM MANAGED SERVICES HOLDCO, LLC**

This Agreement and Plan of Merger (this "Agreement") is entered into on September 23, 2020, by and between BrightGauge Software, Inc., a Florida corporation (the "Merging Company"), and Continuum Managed Services Holdco, LLC, a Delaware limited liability company (the "Surviving Company"). The Merging Company and the Surviving Company are collectively referred to as the "Merging Entities".

BACKGROUND

The Merging Company is a corporation duly incorporated and existing under the laws of Florida. The Surviving Company is a limited liability company duly organized and existing under the laws of Delaware. Section 18-209 of the Delaware Limited Liability Company Act (the "DE Act") and Section 607.1105 of the Florida Business Corporation Act (the "FL Act") permits the merger of the Merging Entities in the manner provided in this Agreement. The sole shareholder of the Merging Company (the "MC Shareholder") and the board of directors of the Merging Company (the "MC Board") deem it advisable and in the best interest of the Merging Company to merge with and into the Surviving Company pursuant to the laws of Florida, and the MC Shareholder and the MC Board have approved the terms and conditions of this Agreement and directed that the proposed merger be consummated in accordance with the terms and conditions set forth below. The sole member of the Surviving Company (the "SC Member") deems it advisable and in the best interest of the Surviving Company that the Merging Company merge with and into the Surviving Company pursuant to the laws of Delaware, and the SC Member has approved the terms and conditions of this Agreement and directed that the proposed merger be consummated in accordance with the terms and conditions set forth below.

Accordingly, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Agreement, and in order to consummate this transaction, as described above, the Merging Entities agree as follows:

TERMS

1. The Merging Entities agree that the Merging Company shall be merged with and into the Surviving Company, upon the terms and conditions of this Agreement (the "Merger"), and that the Surviving Company shall continue under the laws of Delaware as the surviving limited liability company and they further agree as follows:

(a) At the Effective Time (defined below), the Certificate of Formation of the Surviving Company shall continue to be the Certificate of Formation of the Surviving Company, and no change to such Certificate of Formation shall be effected by the Merger.

(b) At the Effective Time, the Limited Liability Company Agreement of the Surviving Company shall continue to be the Limited Liability Company Agreement of the

Surviving Company, and no change to such Limited Liability Company Agreement shall be effected by the Merger.

2. The effective date and time of the Merger of the Merging Company with and into the Surviving Company shall be at 12:07 a.m. on October 1, 2020 (the "Effective Time"). and all aspects of the Merger shall be deemed effective at the time of the filings.

3. This Agreement was adopted and approved by the MC Shareholder, the MC Board and the SC Member in accordance with the DE Act and the FL Act. This Agreement, the Certificate of Merger, the Articles of Merger, and such other documents as are necessary, appropriate or convenient to consummate the Merger shall be signed, acknowledged, and filed pursuant to the laws of Delaware, the laws of Florida, the DE Act, and the FL Act.

4. At the Effective Time, all of the outstanding common stock of the Merging Company immediately prior to the Merger will be automatically cancelled and retired and cease to exist by virtue of the Merger and without any action on the part of the holders of such stock. The transfer books of the Merging Company shall be closed and no transfer of the common stock shall subsequently be made or consummated.

5. Prior to and at the Effective Time, the Merging Entities shall take all actions necessary, appropriate or convenient in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Company shall determine that any further conveyance, assignment or other document or any further action is necessary, appropriate or convenient to vest in the Surviving Company full title to all properties, assets, rights, privileges and franchises of the Merging Company, the MC Shareholder, and the MC Board shall execute and deliver all instruments and take all action the Surviving Company may determine to be necessary, appropriate or convenient in order to vest in and confirm to the Surviving Company title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.

6. At and after the Effective Time, the Surviving Company shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Merging Company; all debts due to the Merging Company of whatever account shall be vested in the Surviving Company; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of the Surviving Company; the title to any real estate vested by deed or otherwise vested in the Merging Company shall not revert or be in any way impaired, by reason of the Merger, but shall be vested in the Surviving Company; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the Effective Time; and all debts, liabilities, and duties of the Merging Company shall then attach to the 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 it.

7. This Agreement embodies the entire agreement between the parties with respect to subject matter of this Agreement. There have not been and there are no agreements, covenants,

representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

8. This Agreement is made pursuant to and shall be construed under the laws of Delaware. It shall inure to the benefit of and be binding upon the Merging Company and the Surviving Company and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.

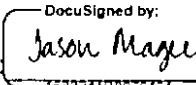
9. This Agreement may be executed in one or more counterparts, all of which together shall constitute the same document, and electronic signatures shall have the same effect as original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Merging Entities have signed this Agreement and Plan of Merger on the date first written above.

MERGING COMPANY:

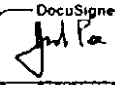
**BrightGauge Software, Inc.,
a Florida corporation**

By: 

Jason Magee, President

SURVIVING COMPANY:

**Continuum Managed Services Holdco, LLC,
a Delaware limited liability company**

By: 

Josh Poe, Treasurer and Secretary