

P97000076106

(Requestor's Name)

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(City/State/Zip/Phone #)

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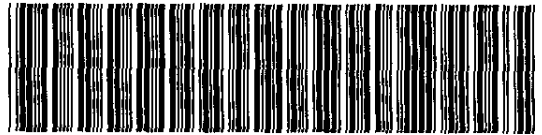
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EFFECTIVE DATE
3/28/06

2006 MAR 27 AM 10:02
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

FILED

2006 MAR 27 PM 4:25
STATE OF FLORIDA
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 944521 4306601

AUTHORIZATION : *[Signature]*

COST LIMIT : *[Signature]*

ORDER DATE : March 27, 2006

ORDER TIME : 3:49 PM

ORDER NO. : 944521-005

CUSTOMER NO: 4306601

EFFECTIVE DATE

70.00
3/28/06

FILED
2006 MAR 27 AM 10:02
STATE OF FLORIDA
CLERK OF THE COURT

ARTICLES OF MERGER

CORONA ACQUISITION

INTO

MECHANICAL DYNAMICS &
ANALYSIS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Amanda Haddan

EXAMINER'S INITIALS: _____

Please give 3/27/06 file date.

Thx.
[Signature]

EFFECTIVE DATE
3/28/06
Articles of Merger
For
Florida Profit or Non-Profit Corporation

FILED
2006 MAR 27 AM 10:02
CLERK OF STATE
TALLAHASSEE, FLORIDA

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>
Corona Acquisition, Inc.	Florida	Corporation
	P976000076106	

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>
Mechanical Dynamics & Analysis, LLC	Minnesota	LLC

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.

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:

Effective at 1:01 a.m. Florida time on March 28, 2006

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:

29 British American Blvd., Latham, New York 12110

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:

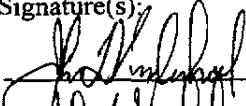
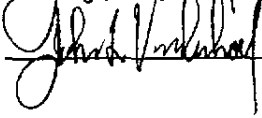
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S.:

Street address: 29 British American Blvd., Latham, New York 12110

Mailing address: 29 British American Blvd., Latham, New York 12110

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:
Corona Acquisition, Inc.		John L. Vanderhoef, CEO
Mechanical Dynamics & Analysis, LLC		John L. Vanderhoef, CEO

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

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>
Corona Acquisition, Inc.	Florida	Corporation

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>
Mechanical Dynamics & Analysis, LLC	Minnesota	LLC

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

Upon the terms and subject to the conditions set forth in the Agreement and Plan of Merger,

(i) Corona Acquisition, Inc., a Florida corporation ("Subsidiary"), shall be merged with and into Mechanical Dynamics & Analysis, LLC, a Minnesota limited liability company ("Parent"); (ii) Parent shall continue as the surviving limited liability company; (iii) the separate existence of Subsidiary shall cease; and (iv) the existence of Parent shall continue unaffected and unimpaired, with all the rights, privileges, immunities, and powers, and subject to all of the duties and liabilities, of a limited liability company organized under the laws of the Minnesota Limited Liability Company Act, as amended.

(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:

At the Effective Time, by virtue of the Merger and without any action on the part of the Subsidiary,

Parent, or the holder of any securities thereof: (i) each issued and outstanding share of capital stock of

Subsidiary shall be cancelled and extinguished, and no consideration shall be issued with respect thereto;

and (ii) the membership interests of Parent shall remain unchanged and shall continue to remain issued

and outstanding.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the 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:

At the Effective Time, all the property, rights, privileges, powers and franchises of Subsidiary

shall vest in Parent and all debts, liabilities, obligations, restrictions, disabilities and duties

of Subsidiary shall become debts, liabilities, obligations, restrictions, disabilities and duties of Parent.

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

Not Applicable

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Mechanical Dynamics & Analysis, Ltd., 29 British American Blvd., Latham, NY 12110

(Attach additional sheet if necessary)

SEVENTH: 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)

EIGHTH: Other provision, if any, relating to the merger are as follows:

At any time prior to the Effective Time, the Agreement and Plan of Merger may be amended in

accordance with the Florida Business Corporation Act, as amended (the "FBCA"), and the Minnesota

Limited Liability Company Act, as amended ("the MLLCA"). At any time prior to the Effective

Time, the Agreement and Plan of Merger and the Articles of Merger may be terminated and the

Merger abandoned in accordance with the FBCA and the MLLCA.

(Attach additional sheet if necessary)