

PO#0000065147

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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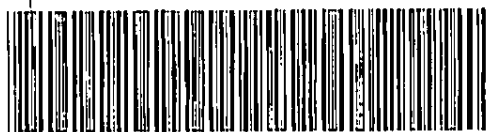
(Business Entity Name)

(Document Number)

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SUCCINCT OF STATE  
FALLABUSH FL 32004

NOV 17 2017 10:32

merger  
R. WHITE  
NOV 14 2017  
13

**CT CORP**

3458 Lakeshore Drive, Tallahassee, FL 32312  
850-656-4724

Date: 11/9/2017

ACCT. I20160000072

*en: c JH*

Name:	LexisNexis Risk Data Management Inc.
Document #:	(LexisNexis Risk Data Retrieval LLC)
Order #:	10709076

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

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	Plain:
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Availability	_____
Document	_____
Examiner	_____
Updater	_____
Verifier	_____
W.P. Verifier	_____
Ref#	_____

Amount: \$ 78.75

Thank you!

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** LexisNexis Risk Data Management Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Renee Simonton

Contact Person

RELX

Firm/Company

1105 North Market St., Suite 501

Address

Wilmington, DE 19801

City, State and Zip Code

renee.simonton@relx.com

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

For further information concerning this matter, please call:

Renee Simonton

at ( 302 )

884 8311

Name of Contact Person

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity

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, 617.0302 or 605.1025, 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>
LexisNexis Risk Data Management Inc.	Florida	Corporation
LexisNexis Risk Data Retrieval	Georgia	LLC
Services LLC		

**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>
LexisNexis Risk Data Management Inc.	Florida	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, 605, 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:

December 31, 2017

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**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:

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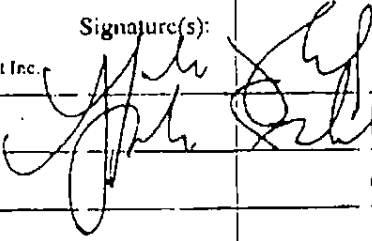
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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

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 each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
LexisNexis Risk Data Management Inc.		Julie Goldweitz
LexisNexis Risk Data Retrieval Services LLC		Julie Goldweitz

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

## **AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (this "Agreement"), dated November 8, 2017, is entered into by and between LexisNexis Risk Data Management Inc. a Florida corporation (the "Surviving Company"), and LexisNexis Risk Data Retrieval Services LLC, a Georgia limited liability company (the "Merging Company", and, collectively with the Surviving Company, the "Parties").

**WHEREAS**, the Surviving Company and the Merging Company intend to effect a merger of the Merging Company with and into the Surviving Company, with the Surviving Company being the surviving entity (the "Merger"), in accordance with the terms of the Florida Business Corporation Act (the "FBCA") and the Georgia Limited Liability Company Act ("GLLCA") and upon the terms and conditions hereinafter set forth.

**WHEREAS**, this Agreement has been approved by both the shareholders and board of directors of the Surviving Company and the managers and sole member of the Merging Company.

**NOW, THEREFORE**, the terms and provisions of the Merger shall be hereinafter set forth:

### **ARTICLE ONE MERGER**

1.1 Upon the terms and subject to the conditions set forth in this Agreement, the Merging Company shall be merged with and into the Surviving Company, and the separate existence of the Merging Company shall cease. The Surviving Company shall be the surviving entity in such Merger. The Merger shall become effective as of December 31, 2017 (as set forth in the Articles of Merger), such time being referred to as the "Effective Time".

1.2 The Surviving Company shall continue its corporate existence as the surviving corporation of the Merger under the laws of the State of Florida.

1.3 From and after the Effective Time, the Surviving Company shall possess all of the rights, powers and privileges, and be subject to all of the obligations and liabilities, of the Merging Company.

1.4 At the Effective Time, by virtue of the Merger and without any action on the part of any person or entity, each membership interest of the Merging Company will no longer be outstanding and shall be cancelled without payment therefor and shall cease to exist. All shares of the Surviving Company will be unaffected and remain issued and outstanding.

1.5 The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the FBCA and the GLLCA.

## **ARTICLE TWO CERTIFICATE OF INCORPORATION**

The Certificate of Incorporation of the Surviving Company in effect immediately before the Effective Time shall be the Certificate of Incorporation of the Surviving Company until amended in accordance with applicable law.

## **ARTICLE THREE BYLAWS**

The Bylaws of the Surviving Company in effect immediately before the Effective Time shall be the Bylaws of the Surviving Company until amended in accordance with applicable law.

## **ARTICLE FOUR DIRECTORS AND OFFICERS**

From and after the Effective Time, until their successors are duly elected or appointed and qualified in accordance with applicable law, (i) the board of directors of the Surviving Company immediately before the Effective Time shall be the board of directors of the Surviving Company, and (ii) the officers of the Surviving Company immediately before the Effective Time shall be the officers of the Surviving Company.

## **ARTICLE FIVE AUTHORIZATION**

The parties each warrant to the other that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are within their corporate powers, and have been duly authorized by all necessary corporate action.

## **ARTICLE SIX AMENDMENTS**

At any time prior to the filing of the Articles of Merger this Agreement may be amended by written agreement of the Parties, authorized by the board of director of the Surviving Company and the Managers of the Merging Company, to the extent permitted by applicable law.

## **ARTICLE SEVEN MISCELLANEOUS**

7.1 This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

7.2 If, at any time after the Effective Time, any further action is determined by the board of directors of the Surviving Company to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Company with full right, title and possession of and to all rights and property of the Merging Company, the officers and directors of the Surviving Company shall be fully authorized (in the name of the Merging Company and the Surviving Company) to take such action.



7.3 This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Copies of executed counterparts transmitted by facsimile, e-mail, portable document format or other electronic transmission service will be considered original executed counterparts.

7.4 If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder shall remain in full force and effect and shall be in no way affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to the parties.

7.5 At any time prior to the filing of the Articles of Merger this Agreement may be terminated and abandoned by written agreement of the parties hereto, authorized by the board of directors of the Surviving Company and the managers of the Merging Company.