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EXAMINER

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2010 SEP - 3 PM 1:07  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RONALD A. CHRISTALDI  
813.221.7152  
[rchristaldi@slk-law.com](mailto:rchristaldi@slk-law.com)

September 1, 2010

**VIA FEDERAL EXPRESS**

Florida Department of State  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

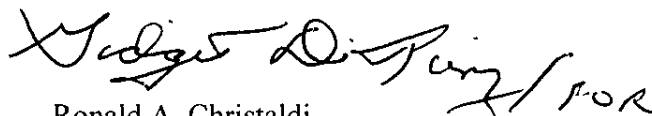
Re: Articles of Merger – Cribis/AIL/MLA

Dear Sir or Madam:

Enclosed for filing please find one original and one copy of Articles of Merger of Aimbridge Indirect Lending, LLC, a Colorado Limited Liability Company, and Member Lending Acceptance, LLC, a Colorado Limited Liability Company, into Cribis Corporation, a Florida Corporation. Also enclosed is Shumaker, Loop & Kendrick, LLP's check number 99868 in the amount of \$113.75 for payment of the filing fee and a certified copy.

Thank you in advance for your attention to this matter. Please do not hesitate to call me if you have any questions.

Sincerely,



Ronald A. Christaldi

RAC/gad  
Enclosures

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** CRIBIS Corporation

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Ronald A. Christaldi

(Contact Person)

Shumaker, Loop & Kendrick, LLP

(Firm/Company)

101 East Kennedy Blvd., Suite 2800

(Address)

Tampa, FL 33602

(City/State and Zip Code)

For further information concerning this matter, please call:

Steve Grieco

(Name of Contact Person)

At ( 813 ) 221-7427

(Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
AND  
STATEMENT OF MERGER  
OF  
AIMBRIDGE INDIRECT LENDING, LLC  
AND  
MEMBER LENDING ACCEPTANCE LLC  
INTO  
CRIBIS CORPORATION, A FLORIDA CORPORATION**

Pursuant to Section 607.1108 of the Florida Business Corporation Act (the "Florida Act") and Section 7-90-203.7 of the Colorado Corporations and Associations Act (the "Colorado Act"), Cribis Corporation, a Florida corporation ("CRIBIS") adopts the following Articles of Merger and Statement of Merger on behalf of itself, Aimbridge Indirect Lending, LLC, a Colorado limited liability company ("AIL") and Member Lending Acceptance LLC, a Colorado limited liability company ("MLA"):

1. Surviving Corporation. Cribis Corporation, a Florida corporation and owner of 100% of the issued and outstanding membership interests in each of AIL and MLA, shall be the surviving corporation. The principal address of the surviving corporation is 3505 East Frontage Road, Suite 175, Tampa, Florida 33607.
2. Merging Entities. Aimbridge Indirect Lending, LLC, a Colorado limited liability company and a wholly-owned subsidiary of the surviving corporation with a principal address of 116 Inverness Drive East, Suite 250, Englewood, Colorado 80112, and Member Lending Acceptance LLC, a Colorado limited liability company and a wholly-owned subsidiary of the surviving corporation with a principal address of 116 Inverness Drive East, Suite 250, Englewood, Colorado 80112, shall be the merging entities. Each of the merging entities shall be merged into the surviving corporation.
3. The Plan of Merger is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.
4. The Plan of Merger sets forth the terms of the merger of AIL and MLA, each a wholly-owned subsidiary of CRIBIS (collectively, the "Subsidiaries"), with and into CRIBIS (the "Parent") and was approved and adopted in a resolution by the sole director of CRIBIS, in its capacity as the surviving corporation and in its capacity as the sole member of each of AIL and MLA, on August 31, 2010. The approval of the shareholders of CRIBIS is not required pursuant to Section 607.1103(7) of the Florida Act. The Plan of Merger was approved and adopted in a resolution by the Managers of AIL on August 31, 2010. The Plan of Merger was approved and adopted in a resolution by the Managers of MLA on August 31, 2010.
5. Pursuant to Section 607.1105(1)(b) of the Florida Act, the date and time of the effectiveness of the Merger shall be the later of (i) September 30, 2010 and (ii) the date of the filing of these Articles of Merger with the Secretary of State of Florida.
6. Under the Plan of Merger, the separate existence of each of AIL and MLA shall cease by means of a merger of AIL and MLA with and into CRIBIS with CRIBIS being the surviving corporation.

7. Upon the effectiveness of the Merger, pursuant to Section 7-90-204.5(1)(a)(II) of the Colorado Act, the surviving corporation shall be deemed to have authorized service of process on it by mailing in accordance with Section 7-90-704(2) of the Colorado Act in connection with any proceeding based on a cause of action arising with respect to AIL or MLA.

8. Copies of (i) the resolutions by written consent of the sole director of CRIBIS dated August 31, 2010, (ii) the resolutions by written consent of the Managers of AIL dated August 31, 2010, and (iii) the resolutions by written consent of the Managers of MLA dated August 31, 2010, in each case adopting the Plan of Merger, are attached hereto as Exhibit B and incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Surviving Corporation has executed these Articles of Merger and Statement of Merger this 31<sup>st</sup> day of August 2010.

ATTEST:

By: Carlo Gherardi  
Carlo Gherardi, Secretary  
(Corporate Seal)

CRIBIS CORPORATION

By: Carlo Gherardi  
Carlo Gherardi, as President

MB

**Exhibit A**  
**Plan of Merger**

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**PLAN OF MERGER**

This Plan of Merger (this "**Plan**") adopted by Cribis Corporation, a Florida corporation ("**CRIBIS**") dated as of August 31, 2010, sets forth the terms of the merger of Aimbridge Indirect Lending, LLC, a Colorado limited liability company and wholly-owned subsidiary of CRIBIS ("**AIL**") and Member Lending Acceptance LLC, a Colorado limited liability company and wholly-owned subsidiary of CRIBIS ("**MLA**") and collectively with AIL and CRIBIS, the "**Constituent Companies**") with and into CRIBIS in accordance with Sections 607.1103 and 607.1108 of the Florida Business Corporation Act (the "**Florida Act**") and Sections 7-90-203 and 7-90-204 of the Colorado Corporations and Associations Act (the "**Colorado Act**").

**WITNESSETH:**

WHEREAS, CRIBIS owns 100% of the outstanding membership interests in each of AIL and MLA.

WHEREAS, CRIBIS desires to merge each of AIL and MLA with and into CRIBIS, with CRIBIS being the surviving corporation (the "**Merger**"), and CRIBIS's corporate existence as a continuing corporation under the laws of the State of Florida shall not be affected in any manner by reason of the Merger except as set forth herein.

WHEREAS, the sole director of CRIBIS, in its capacity as the surviving corporation and in its capacity as the sole member of each of AIL and MLA, has determined that it is advisable and in the best interest of CRIBIS that each of AIL and MLA be merged with and into CRIBIS, on the terms and conditions set forth herein and in accordance with §§607.1103 and 607.1108 of the Florida Act and §§7-90-203 and 7-90-204 of the Colorado Act.

WHEREAS, the Managers of AIL have determined that it is advisable and in the best interest of AIL that AIL be merged with and into CRIBIS, on the terms and conditions set forth herein and in accordance with §§607.1104 and 607.1107 of the Florida Act and §§7-90-203 and 7-90-204 of the Colorado Act.

WHEREAS, the Managers of MLA have determined that it is advisable and in the best interest of MLA that MLA be merged with and into CRIBIS, on the terms and conditions set forth herein and in accordance with §§607.1104 and 607.1107 of the Florida Act and §§7-90-203 and 7-90-204 of the Colorado Act.

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants and provisions contained herein, the parties agree as follows:

1. Surviving Corporation. Cribis Corporation, a Florida corporation, shall be the surviving corporation.
2. Merging Entities. Aimbridge Indirect Lending, LLC, a Colorado limited liability company and a wholly-owned subsidiary of the surviving corporation with a principal address of 116 Inverness Drive East, Suite 250, Englewood, Colorado 80112, and Member Lending Acceptance LLC, a Colorado limited liability company and a wholly-owned subsidiary of the surviving corporation with a principal address of 116 Inverness Drive East, Suite 250, Englewood, Colorado 80112, shall be the merging entities. Each of the merging entities shall be merged into the surviving corporation.



3. Effect of Merger. The Merger shall become effective on the later of (i) September 30, 2010 or (ii) the date of filing of the Articles of Merger and Statement of Merger (the "Articles of Merger") with the Secretary of State of Florida (the "Effective Date"). The separate existence of each of AIL and MLA shall cease on the Effective Date and CRIBIS shall be fully vested in the rights, privileges, immunities, powers, and franchises of each of AIL and MLA, and subject to and responsible for its restrictions, liabilities, disabilities, and duties of each of AIL and MLA, all as more particularly set forth in Section 607.1106 of the Florida Act and Section 7-90-204 of the Colorado Act.

3.1 Articles of Incorporation of the Surviving Corporation. The Articles of Incorporation of CRIBIS, as previously amended and in effect immediately before the Effective Date shall, without any changes, be the Articles of Incorporation of CRIBIS from and after the Effective Date until altered, amended, or repealed in accordance with the provisions thereof and with the Florida Act.

3.2 Bylaws of the Surviving Corporation. The Bylaws of CRIBIS as previously amended and in effect immediately before the Effective Date, shall, without any changes, be the Bylaws of CRIBIS from and after the Effective Date until altered, amended or repealed in accordance with the provisions thereof, with the provisions of the Articles of Incorporation of CRIBIS and with the Florida Act.

3.3 Directors of Surviving Corporation. The sole director of CRIBIS immediately before the Effective Date shall continue to be the sole director of CRIBIS from and after the Effective Date until his successor is duly elected or appointed, or until his death, resignation, or removal in accordance with the provisions of the provisions of the Articles of Incorporation or CRIBIS, with the Bylaws of CRIBIS and with the Florida Act.

3.4 Officers of Surviving Corporation. The officers of CRIBIS immediately before the Effective Date shall be the officers of CRIBIS, and each such officer shall serve until his or her successor is elected or appointed or until his or her death, resignation, or removal in accordance with the provisions of the provisions of the Bylaws of CRIBIS.

4. Conversion of Membership Interests. CRIBIS owns 100% of the outstanding membership interests in each of AIL and MLA so that on the Effective Date, each unit of membership interests in AIL and each unit of membership interests in MLA, held by CRIBIS shall, by virtue of the Merger and without any action on the part of CRIBIS on the one hand, or AIL or MLA, as the case may be, on the other hand, be canceled simultaneously with the effectiveness of the Merger. Each share of CRIBIS' stock that is issued and outstanding on the Effective Date shall continue as an outstanding share of stock of CRIBIS and shall retain identical designations, preferences, limitations and relative rights immediately after the Effective Date as it had prior to the Effective Date.

5. Supplemental Action. If, at any time after the Effective Date, CRIBIS shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan or to effectuate the Merger, the appropriate officers of CRIBIS on the one hand, or AIL or MLA, as the case may be, on the other hand, whether past or remaining in office, shall execute and deliver, upon the request of CRIBIS, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or

proper acts, to vest, perfect, confirm, or record such title thereto in CRIBIS, or to otherwise carry out the provisions of this Plan or to effectuate the Merger.

6. Filing with the Florida Secretary of State and Colorado Secretary of State and Effective Date. CRIBIS shall cause its President or Chief Executive Officer or other duly authorized officer to execute Articles of Merger on behalf of CRIBIS, AIL and MLA in the form attached to this Plan and upon such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles of Merger and shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by CRIBIS to the Florida Secretary of State and to the Colorado Secretary of State. In accordance with Section 607.1105 of the Florida Act and Section 7-90-304 of the Colorado Act, the Articles of Merger shall specify the "Effective Date", which shall be the later of (i) September 30, 2010 or (ii) the date of filing of the Articles of Merger with the Secretary of State of Florida and the Secretary of State of Colorado.

7. Approval. This Plan was approved and adopted by the sole director of CRIBIS, in its capacity as the surviving corporation, in accordance with Section 607.1103 of the Florida Act and, in its capacity as the sole member of each of AIL and MLA, in accordance with Section 7-90-203.4 of the Colorado Act. The approval of the shareholders of CRIBIS is not required pursuant to Section 607.1103(7) of the Florida Act. This Plan was approved and adopted by the Managers of AIL and by the Managers of MLA, in each case, in accordance with Section 7-90-203.4 of the Colorado Act. There are no other holders of membership interests in either AIL or MLA to which notice of the Merger or this Plan is to be given.

8. Federal Income Tax Treatment of Merger. Since both AIL and MLA are single member limited liability companies, they are disregarded entities for U.S. federal income tax purposes. Since CRIBIS, as the sole member of each of AIL and MLA, will be the surviving corporation in connection with the Merger, there will effectively be no U.S. federal income tax consequences as a result of consummation of the Merger.

9. Amendment and Waiver. Any of the terms or conditions of this Plan may be waived at any time by written consent of the sole director of CRIBIS, or may be amended or modified in whole or in part at any time by written consent of the sole director of CRIBIS, the Managers of AIL and the Managers of MLA, or at any time thereafter as long as such change is in accordance with Section 607.1103 of the Florida Act.

10. Termination. At any time before the Effective Date (whether before or after filing of Articles of Merger), this Plan may be terminated and the Merger abandoned by written consent of the sole director of CRIBIS.

11. Severability. In case any provision of this Plan shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Plan shall not in any way be affected and shall continue in full force and effect.

12. Governing Law. This Plan and the Merger shall be construed and interpreted in accordance with, and governed by, the laws of the State of Florida, without giving effect to the principles of conflicts of laws.

IN WITNESS WHEREOF, pursuant to authority duly given by the sole director of CRIBIS, the Managers of AIL and the Managers of MLA, this Plan of Merger has been signed on behalf of said corporation or limited liability company, as the case may be, by their duly authorized officers or representatives, all on the date, month and year first written above.

ATTEST:

By: Carlo Gherardi  
Carlo Gherardi, Secretary  
(Corporate Seal)

CRIBIS CORPORATION

By: Carlo Gherardi  
Carlo Gherardi, as President

AIMBRIDGE INDIRECT LENDING, LLC

By: Carlo Gherardi  
Carlo Gherardi, as Manager

MEMBER LENDING ACCEPTANCE LLC

By: Carlo Gherardi  
Carlo Gherardi, as Manager

MB

**Exhibit B**  
**Authorizing Resolutions Adopted by Cribis, AIL and MLA**

**ACTION BY WRITTEN CONSENT OF THE  
SOLE DIRECTOR OF  
CRIBIS CORPORATION**

The undersigned, as the sole director (the "**Director**") of Cribis Corporation, a Florida corporation (the "**Company**") agrees, adopts, consents to, and orders the following corporate actions under Section 607.0821 of the Florida Business Corporation Act (the "**Act**") and, in its capacity as the sole member of each of AIL and MLA (each as defined below), in accordance with Section 7-80-711 of the Colorado Corporations and Associations Act (the "**Colorado Act**"):

1. The undersigned waives all formal requirements, including the necessity of holding a formal or informal meeting and any requirement that notice of such meeting be given.
2. The undersigned adopts the following corporate actions:

WHEREAS, the Director has determined it to be in the best interests of the Company to consolidate its corporate structure and merge two of its wholly-owned subsidiaries with and into the Company;

WHEREAS, the Company desires to merge each of Aimbridge Indirect Lending, LLC, a Colorado limited liability company of which the Company owns 100% of the issued and outstanding membership interests ("**AIL**") and Member Lending Acceptance LLC, a Colorado limited liability company of which the Company owns 100% of the issued and outstanding membership interests ("**MLA**") with and into the Company, with the Company being the surviving corporation (the "**Merger**") upon the terms and conditions set forth in the Plan of Merger (the "**Plan**") substantially in the form attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Company intends to execute Articles of Merger and Statement of Merger and file them (i) with the Florida Secretary of State in accordance with Sections 607.1104 and 607.1105 of the Act and (ii) on behalf of AIL and MLA with the Colorado Secretary of State in accordance with Section 7-90-304 of the Colorado Act.

NOW, THEREFORE

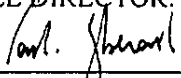
BE IT RESOLVED, that the Merger and the Plan and all of the transactions contemplated thereby are adopted, approved, and consented to by the Company, in its capacity as the surviving corporation and in its capacity as the sole member of each of AIL and MLA, and Carlo Gherardi, the Company's President, and his designees, are authorized and directed on behalf of the Company to negotiate, execute, and deliver the Plan and any and all other instruments or agreements deemed necessary or appropriate by them to consummate the transactions contemplated by the Plan (including, without limitation, executing the Articles of Merger and Statement of Merger as permitted by and in compliance with Section 7-90-304 of the Colorado Act), with such deletions, modifications, or other changes deemed necessary or appropriate by such officers, in their sole discretion, on the advice of counsel or otherwise, to carry out the purpose or intent of the foregoing resolutions and to do or cause to be done any and all such acts and things by or on behalf of the Company, in their sole discretion, upon advice of counsel or otherwise, as they deem necessary or appropriate to consummate the Merger and the other transactions contemplated by the Plan; and

BE IT FURTHER RESOLVED, that Carlo Gherardi, the Secretary of the Company, is authorized and directed to furnish copies of the foregoing resolutions to any person or entity he deems necessary or appropriate and to certify that such resolutions are in full force and effect and have not been rescinded or modified.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned, as the sole director of Cribis Corporation, executes the foregoing corporate action for the purpose of giving his consent to it as of August 31, 2010.

SOLE DIRECTOR:

  
\_\_\_\_\_  
Carlo Gherardi

*MB*

**ACTION BY WRITTEN CONSENT OF THE  
MANAGERS OF  
MEMBER LENDING ACCEPTANCE LLC**

The undersigned, comprising all of the Managers (the "Managers") of Member Lending Acceptance LLC, a Colorado limited liability company (the "Company"), agrees, adopts, consents to, and orders the following actions pursuant to Section 7-80-401 of the Colorado Limited Liability Company Act (the "Act"):

1. The undersigned waives all formal requirements, including the necessity of holding a formal or informal meeting and any requirement that notice of such meeting be given.
2. The undersigned adopts the following corporate actions:

WHEREAS, 100% of the issued and outstanding membership interests in the Company are owned by its sole Member, Cribis Corporation, a Florida corporation ("Cribis");

WHEREAS, the Managers have determined it to be in the best interests of the Company to merge the Company with and into Cribis; and

WHEREAS, the Company desires to be merged with and into Cribis, with Cribis being the surviving entity (the "Merger") upon the terms and conditions set forth in the Plan of Merger (the "Plan") substantially in the form attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE

BE IT RESOLVED, that the Merger and the Plan and all of the transactions contemplated thereby are adopted, approved, and consented to by the Company, and any Manager of the Company, and the designees or any such Manager, are authorized and directed on behalf of the Company to negotiate, execute, and deliver the Plan and any and all other instruments or agreements deemed necessary or appropriate by them to consummate the transactions contemplated by the Plan, with such deletions, modifications, or other changes deemed necessary or appropriate by such Managers or designees, in their sole discretion, on the advice of counsel or otherwise, to carry out the purpose or intent of the foregoing resolutions and to do or cause to be done any and all such acts and things by or on behalf of the Company, in their sole discretion, upon advice of counsel or otherwise, as they deem necessary or appropriate to consummate the Merger and the other transactions contemplated by the Plan; and

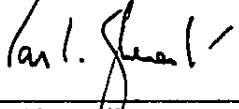
BE IT FURTHER RESOLVED, that any Manager of the Company, is authorized and directed to furnish copies of the foregoing resolutions to any person or entity he deems necessary or appropriate and to certify that such resolutions are in full force and effect and have not been rescinded or modified.


[Signature page follows.]

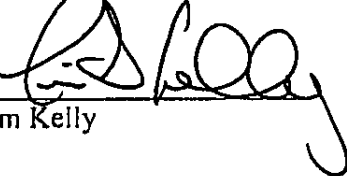


IN WITNESS WHEREOF, the undersigned, as Managers of the Company, executes the foregoing limited liability company action for the purpose of giving their respective consent to it as of August 31, 2010.

MANAGERS:

  
\_\_\_\_\_  
Carlo Gherardi

  
\_\_\_\_\_  
Larry Howell

  
\_\_\_\_\_  
Tim Kelly

MB