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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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FEB - 3 2011

EXAMINER

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CORPORATION SERVICE COMPANY

FILED
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DIVISION OF CORPORATIONS
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ACCOUNT NO. : I20000000195

REFERENCE : 663344 7574532

AUTHORIZATION

Paula Deane

COST LIMIT : \$ 105.00

ORDER DATE : February 2, 2011

ORDER TIME : 1:51 PM

ORDER NO. : 663344-005

CUSTOMER NO: 7574532

ARTICLES OF MERGER

JVB FINANCIAL SERVICES, L.L.C.
AND ATLANTIC REAL ESTATE ADVISORY SERVICE, LLC

INTO

JVB FINANCIAL HOLDINGS, L.L.C.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY

CONTACT PERSON: Kimberly Moret

EXAMINER'S INITIALS: _____

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
11 FEB -2 AM 8:20

**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>
JVB Financial Services, L.L.C.	Florida	LLC
Atlantic Real Estate Advisory Service, LLC	Florida	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>
JVB Financial Holdings, L.L.C.	Florida	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:

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:

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:

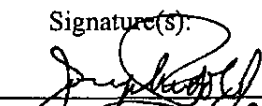
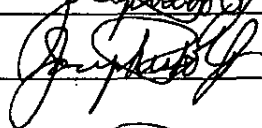
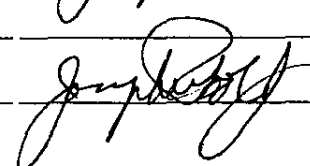
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

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:
JVB Financial Holdings, L.L.C.		Joseph W. Pooler, Jr.
JVB Financial Services, L.L.C.		Joseph W. Pooler, Jr.
Atlantic Real Estate Advisory Service, LLC		Joseph W. Pooler, Jr.

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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Plan of Merger

This PLAN OF MERGER was adopted on the 2nd day of February, 2011 by and among JVB Financial Holdings, L.L.C., a Florida limited liability company ("JVB Financial Holdings"), JVB Financial Services, L.L.C., a Florida limited liability company ("JVB Financial Services"), and Atlantic Real Estate Advisory Service, LLC, a Florida limited liability company ("Atlantic RE Advisory Service").

JVB Financial Services and Atlantic RE Advisory Service shall be referred to individually as a "Merging Entity" and collectively as the "Merging Entities," and the Merging Entities, together with JVB Financial Holdings, shall be referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, JVB Financial Holdings is a limited liability company duly organized and existing under the laws of the State of Florida, having been organized on June 27, 2000; and

WHEREAS, JVB Financial Services is a limited liability company duly organized and existing under the laws of the State of Florida, having been organized on June 29, 2000; and

WHEREAS, Atlantic RE Advisory Service is a limited liability company duly organized and existing under the laws of the State of Florida, having been organized on July 27, 2009; and

WHEREAS, each of the sole members of the Constituent Entities, by resolutions adopted, have approved this Plan of Merger and declared it to be in the best interest of the Constituent Entities that each of the Merging Entities merge with and into JVB Financial Holdings with JVB Financial Holding as the surviving entity (the "Surviving Entity") in the manner and under the terms and conditions hereinafter set forth and pursuant to the applicable provisions of the Florida Limited Liability Company Act.

NOW, THEREFORE, for the purpose of affecting such merger and prescribing the terms and conditions thereof, and in consideration of the mutual covenants and agreements contained herein, the Constituent Entities, each intending to be legally bound, hereby covenant and agree as follows:

- FIRST: Upon compliance with the applicable provisions of the Florida Limited Liability Company Act, on the date and at the time at which the state filing required under paragraph FIFTH has been made and accepted (the "Effective Date"), each Merging Entity shall be merged with and into JVB Financial Holdings with JVB Financial Holdings as the Surviving Entity, and the separate existence of each Merging Entity shall thereupon cease (the "Merger").
- SECOND: The Articles of Organization of the Surviving Entity as in effect on the Effective Date shall be the present Articles of Organization of JVB Financial Holdings, as amended.
- THIRD: The Limited Liability Company Agreement of the Surviving Entity as in effect on the Effective Date shall be the present Amended and Restated Limited Liability Company Operating Agreement of JVB Financial Holdings.

FOURTH: Officers and Management:

- (a) The officers of JVB Financial Holdings shall be the officers of the Surviving Entity holding such offices in the Surviving Entity as they hold in JVB Financial Holdings on the Effective Date, and shall continue until their respective successors have been appointed.
- (b) Management of JVB Financial Holdings on the Effective Date shall be vested in the sole member of the Surviving Entity and shall continue until its successor has been appointed. The name and business address of the sole member is as follows:

IFMI, LLC
2929 Arch Street, 17th Floor
Philadelphia, PA 19104-2870

FIFTH: The appropriate signatories on behalf of the Merging Entities and JVB Financial Holdings shall make and execute, under the corporate seals of the respective entities, if applicable, whatever certificates and documents are required by the State of Florida to effect the Merger, and to cause the same to be filed, in the manner provided by law, and to do all things whatsoever, whether within or without the State of Florida, which may be necessary and proper to effect the Merger. The merger shall be effective upon filing the Certificate of Merger with the State of Florida.

SIXTH: Effect of Merger:

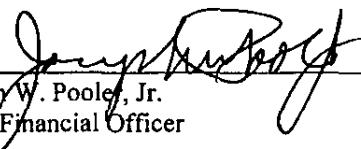
- (a) On the Effective Date, the separate existence of each Merging Entity shall cease and JVB Financial Holdings shall continue to exist as the Surviving Entity.
- (b) All limited liability company interests of each Merging Entity on the Effective Date will be canceled and extinguished as a result of the Merger and no new limited liability interests, securities or other consideration shall be issuable with respect thereto.
- (c) All the property, real, personal and mixed, of each of the Constituent Entities, and all debts due on whatever account to any of them, shall be deemed to be transferred to and vested in the Surviving Entity, without further action, and the title to any real estate or any interest therein, vested in any of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger. On the Effective Date, the Surviving Entity shall be responsible for all the liabilities of each of the Constituent Entities. Liens upon the property of the Constituent Entities shall not be impaired by the Merger and any claim existing or action or proceeding pending by or against any of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place or the Surviving Entity may be proceeded against or substituted in its place.

SEVENTH: If at any time after the date hereof, including after the Effective Date, the Surviving Entity shall determine that any further actions or instruments of conveyance are necessary or desirable in order to vest in and confirm to the Surviving Entity full title to and possession of all the properties, assets, rights, privileges of the Merging Entities, then the persons who were members, managers or officers, as applicable, of the Merging Entities prior to the Merger shall, as such members, managers or officers, as applicable, take all such actions and execute and deliver all such instruments as the Surviving Entity may so determine to be necessary and desirable.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Plan of Merger as of the date first written above.

JVB Financial Holdings, L.L.C.

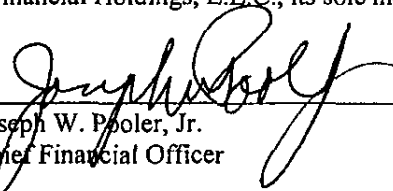
By: _____


Joseph W. Poole, Jr.
Chief Financial Officer

JVB Financial Services, L.L.C.
Atlantic Real Estate Advisory Service, LLC

By: JVB Financial Holdings, L.L.C., its sole member

By: _____


Joseph W. Poole, Jr.
Chief Financial Officer