

L080000117/21

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

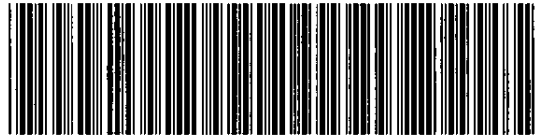
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



800143853818

02/23/09--01033--005 \*\*80.00

FILED

09 FEB 23 PM 12:54

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

J. BRYAN

FEB 24 2009

EXAMINER

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC

(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Richard Edick

(Contact Person)

Alliance Partners of South Florida, LLC

(Firm/Company)

615 North Ocean Boulevard

(Address)

Delray Beach, FL 33483

(City, State and Zip Code)

For further information concerning this matter, please call:

Richard Edick

(Name of Contact Person)

at ( 561 ) 330-9760

(Area Code and Daytime Telephone Number)

☒ Certified copy (optional) \$30.00

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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

**FILED**  
09 FEB 23 PM 12:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes,

1. The name and jurisdiction of the surviving Limited Liability Corporation:  
**ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC**, a Florida LLC;  
Document No. L08000117121
2. The name and jurisdiction of the merging Limited Liability Corporation:  
**ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC**, a Pennsylvania LLC
3. The Agreement and Plan of Merger is attached.
4. The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

IN WITNESS WHEREOF, these Articles of Merger are hereby executed on behalf of each of the Constituent LLC's and attested by their respective officers hereunto duly authorized.

*The Merging LLC*

ALLIANCE PARTNERS  
MARKETING SPECIALIST, LLC  
a Pennsylvania LLC

By:

  
Georganne Goldblum  
Managing Member 2-16-09


ATTEST:

By:   
Richard Edick, Secretary 2-16-09

*The Surviving LLC*

ALLIANCE PARTNERS OF SOUTH  
FLORIDA, LLC.  
a Florida LLC

By:

  
Georganne Goldblum  
Managing Member 2-16-09

ATTEST:

By:   
Richard Edick, Secretary 2-16-09

FILED  
09 FEB 23 PM 12:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## AGREEMENT AND PLAN OF MERGER

The following AGREEMENT AND PLAN OF MERGER is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made of February 16, 2009 by and between ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC, a Pennsylvania LLC ("the Merging LLC") and ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC, a Florida LLC ("the Surviving LLC"). ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC and ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC are hereinafter sometimes collectively referred to as the "Constituent LLC's."

FILED  
09 FEB 23 PM 12:54  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

### RECITALS

A. The name and jurisdiction of the surviving LLC: ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC was incorporated as an LLC in the state of Florida on January 2, 2009. Its current authorized membership units consists of 1,000 membership units, no par value ("ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC Membership Units"), of which 1,000 units are issued and outstanding.

B. The name and jurisdiction of the merging LLC: ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC was incorporated as an LLC in the state of Pennsylvania on February 4, 2000. Its current authorized membership units consists of 1,000 membership units, no par value ("ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC Membership Units"), of which 1,000 units are issued and outstanding.

C. The respective Boards of Directors of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC and ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC deem it advisable and to the advantage of each of the Constituent LLC's that ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC merge with and into ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC upon terms and subject to the conditions set forth in this Merger Agreement for the purpose of effecting a change of the state of incorporation of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC from Pennsylvania to Florida.

### D. TERMS AND CONDITIONS OF THE MERGER

The Boards of Directors of each of the Constituent Corporations have approved this Merger Agreement.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC shall merge with and into ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC on the following terms, conditions and other provisions:

1. MERGER AND EFFECTIVE TIME. At the Effective Time (as defined below), ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC shall be merged with and into ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC (the "Merger" and ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC shall be the surviving corporation of the Merger (the "Surviving Corporation"). The Merger shall become effective upon the close of business on the date when a duly executed copy of this Merger Agreement, along with all required officers' certificates, is filed with the Secretary of State of the State of Florida, (the "Effective Time").

2. EFFECT OF MERGER. At the Effective Time, the separate corporate existence of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC shall cease; the corporate identity, existence, powers, rights and immunities of ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC as the Surviving Corporation shall continue unimpaired by the Merger; and ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC, all without further act or deed. The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation.

3. GOVERNING DOCUMENTS. At the Effective Time, the Articles of Incorporation of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC in effect immediately prior to the Effective Time shall be cancelled and replaced with the Articles of Organization of the Surviving Corporation and the Operating Agreement of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC in effect immediately prior to the Effective Time shall be cancelled and replaced by the Operating Agreement of the Surviving Corporation.

4. DIRECTORS AND OFFICERS. At the Effective Time, the directors and officers of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC shall be and become the directors and officers (holding the same titles and positions) of the Surviving Corporation and after the Effective Time shall serve in accordance with the Articles of Incorporation and Operating Agreement of the Surviving Corporation.

E. The manner and basis of converting the Membership Units of each LLC into Membership Units, obligations, or other securities of the Surviving LLC or any other corporation or, in whole or in part, into cash, or other property and the manner and basis of converting Rights to Acquire Membership Units of each LLC into Rights to Acquire Membership Units, obligations, or other securities of the surviving or any other securities of the Surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

1. CONVERSION OF MEMBERSHIP UNITS AND RIGHTS TO ACQUIRE MEMBERSHIP UNITS OF ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC. Subject to the terms and conditions of this Agreement, at the Effective Time, each Membership Unit of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC

FILED  
FEB 23 PM 12:34  
SECRETARY OF STATE  
FLORIDA

outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and non-assessable, issued and outstanding Membership Unit of. ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC Membership Units. Subject to the terms and conditions of this Agreement, at the Effective Time, each Right to Acquire a Membership Unit of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and non-assessable, issued and outstanding Right to Acquire a Membership Unit of ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC.

2. CANCELLATION OF MEMBERSHIP UNITS AND RIGHTS TO ACQUIRE MEMBERSHIP UNITS OF ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC. At the Effective Time, all of the previously issued and outstanding Membership Units and Rights to Acquire Membership Units of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC that were issued and outstanding immediately prior to the Effective Time shall be automatically retired and canceled.

3. MEMBERSHIP UNIT CERTIFICATES. At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented Membership Units of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC Membership Units shall be deemed for all purposes to evidence ownership of and to represent the number of Membership Units of ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC Membership Units into which such shares of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC Membership Units are converted as provided herein.

4. The registered owner on the books and records of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC of any such outstanding membership units certificate for ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC Membership Unit until such certificate shall have been surrendered or otherwise accounted for to ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC Membership Unit evidenced by such outstanding certificate as above provided.

5. EMPLOYEE BENEFIT PLANS. At the Effective Time, the obligations of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC under or with respect to every plan, trust, program and benefit then in effect or administered by ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC for the benefit of the directors, officers and employees of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC shall become the lawful obligations of ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC hereby expressly adopts and assumes all obligations of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC under such employee benefit plans.

FILED  
09 FEB 23 PM 12:54  
CLERK OF STATE  
TREASURY  
SOUTH FLORIDA

6. FURTHER ASSURANCES. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further action as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

7. ABANDONMENT. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC or ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC, notwithstanding approval of this Merger Agreement by the Boards of Directors and shareholders of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC and ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC.

8. AMENDMENT. At any time before the Effective Time, this Merger Agreement may be amended, modified or supplemented by the Boards of Directors of the Constituent Corporations, notwithstanding approval of this Merger Agreement by the shareholders of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC and ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC; provided, however, that any amendment made subsequent to the adoption of this Agreement by the members of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC or the members of ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC shall not: (i) alter or change the amount or kind of membership units, shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC; (ii) alter or change any of the terms of the Articles of Organization of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms or conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any Membership Units of ALLIANCE PARTNERS MARKETING SPECIALISTS, LLC or ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC.

9. TAX-FREE REORGANIZATION. The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Code.

10. GOVERNING LAW. This Agreement shall be governed by and construed under the internal laws of the State of Pennsylvania as applied to agreements among Pennsylvania residents entered into and to be performed entirely within Pennsylvania, without reference to the principles of conflicts of law or choice of laws, except to the

09 FEB 23 PM 12:54  
SECRETARY OF STATE  
TREASURER OF PENNSYLVANIA

FILED

extent that the laws of the State of Florida would apply in matters relating to the internal affairs of ALLIANCE PARTNERS OF SOUTH FLORIDA, LLC and the Merger.


11. COUNTERPARTS. In order to facilitate the filing and recording of this Merger Agreement, it may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf of each of the Constituent LLC's and attested by their respective officers hereunto duly authorized.

*The Merging LLC*


ALLIANCE PARTNERS  
MARKETING SPECIALIST, LLC  
a Pennsylvania LLC

By:

  
Georganne Goldblum  
Managing Member 2-16-09

ATTEST:


By:

  
Richard Edick, Secretary 2-16-09

*The Surviving LLC*


ALLIANCE PARTNERS OF SOUTH  
FLORIDA, LLC.  
a Florida LLC

By:

  
Georganne Goldblum  
Managing Member 2-16-09

ATTEST:

By:

  
Richard Edick, Secretary 2-16-09

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

09 FEB 23 PM 12:54

FILED

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]