

L11000047619

Florida Department of State Division of Corporations Electronic Filing Cover Sheet

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Division of Corporations
Fax Number : (850) 617-6380

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE WSG PARTNERS, LLC

Certificate of Status	0
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Page Count	07
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C. LEWIS

JUN 29 2011

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2011 JUN 28 AM 8:56

CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

**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>
L11000047619 WSG Partners, LLC	Florida	LLC
WSG Partners, LLC	New Jersey	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>
L11000047619 WSG Partners, LLC	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.

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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: 17519 Foxborough Lane
Boca Raton, FL 33496

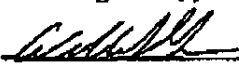

Mailing address: Same

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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.608.4351-608.4359, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
WSG Partners, LLC		William S. Green
WSG Partners, LLC		William S. Green

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: 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

Certified Copy (optional): \$30.00

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STATE OF FLORIDA
 TALLAHASSEE

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PLAN AND AGREEMENT OF MERGER2011 JUN 28 AM 8:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS PLAN AND AGREEMENT OF MERGER, made effective as of the 21st day of April, 2011, by and between WSG PARTNERS, LLC, a New Jersey limited liability company (hereinafter referred to as "WSGNJ") and WSG PARTNERS, LLC, a Florida limited liability company (hereinafter sometimes referred to as "WSGFL"), said limited liability companies hereafter collectively referred to as the "Constituent Companies."

WITNESSETH:

WHEREAS, WSGNJ is a limited liability company duly organized and existing under the laws of the State of New Jersey, its Certificate of Formation having been filed in the office of the New Jersey Department of Treasury on July 29, 1996, as amended by that certain Certificate of Amendment filed on March 10, 2005; and

WHEREAS, WSGFL is a limited liability company duly organized and existing under the laws of the State of Florida, its Articles of Organization having been filed in the office of the State of Florida, Department of State, Division of Corporation on April 21, 2011; and

WHEREAS, the sole member of each of WSGNJ and WSGFL has this day determined it to be in the best interests of each respective limited liability company that WSGNJ be merged into WSGFL on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the Florida Business Corporation Law, as amended (hereinafter referred to as the "Act").

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. Merger. WSGNJ shall be merged with and into WSGFL on the effective date hereinafter set forth, in accordance with the Act and other applicable laws of the State of Florida, and on the terms and conditions set forth in this Plan and Agreement of Merger. From and after such effective date, WSGFL shall be the "surviving limited liability company" and shall continue to do business as a domestic business limited liability company organized and existing under the laws of the State of Florida, unaffected and unimpaired by the merger, with all rights, privileges, immunities and powers, and subject to all duties and liabilities, of a limited liability company organized and existing under the laws of the State of Florida.

2. Effective Date of Merger. This Plan and Agreement of Merger shall be effective upon the filing of the requisite form of Certificate of Merger with the Department of the Treasury, Division of Revenue, State of New Jersey.

3. Articles of Organization of Surviving Company. The Articles of Organization of WSGFL, existing upon the effective date of the merger, shall be and remain the articles of organization of the surviving limited liability company immediately following the merger, until otherwise altered, amended or repealed.

4. Operating Agreement of the Surviving Company. An operating agreement in form attached as Exhibit A to this Plan and Agreement of Merger shall be executed by all of the members of

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WSGNJ, in their capacity as members of WSGFL following the merger, and said operating agreement shall be and become the operating agreement of WSGFL (the "Operating Agreement"), until altered, amended or repealed.

5. Members and Officers. All of the members of WSGFL as of immediately prior to the effectiveness of the merger shall be and remain as the members of the surviving limited liability company immediately following the merger, until their respective successors shall be elected and qualified.

6. Ownership Interests. Upon the effective date of the merger: (a) each percentage interest in WSGNJ shall be and become an identical Percentage Interest (as defined in the Operating Agreement) in WSGFL, such that the Percentage Interests in WSGFL following the merger are as set forth on the signature page of this Plan and Agreement, with such rights and obligations as provided in the Operating Agreement of WSGFL; and (b) all of the outstanding interests of WSGNJ and all rights and respects thereof not specifically carried over to WSGFL pursuant to the terms of the Operating Agreement shall be cancelled and terminated as of the effective date of the merger.

Subsequent to the merger, the members of and their respective interests in the surviving limited liability company shall be as follows:

William S. Green 100%

7. Effect of Merger Upon Assets, Liabilities, Etc. of Constituent Companies. Upon the effective date of the merger:

(a) the separate existence of WSGNJ shall terminate and WSGFL shall succeed to all of the rights, privileges and powers of WSGNJ and shall become the owner, without transfer or further act or deed, of all property, real, personal and mixed, and shall be liable for all debts, obligations, restrictions, disabilities and duties of each of WSGNJ and WSGFL, the rights of creditors and liens upon any property of either of WSGNJ or WSGFL being preserved unimpaired; and

(b) the assets and liabilities of each of WSGNJ and WSGFL shall be taken up on the books of WSGFL in the amount at which they shall at the time of the merger have been carried on the books of WSGNJ and WSGFL respectively.

8. Member Approval. This Plan and Agreement of Merger has been submitted to all of the members of each of WSGNJ and WSGFL for approval, said members having approved same by unanimous written consent in compliance with the charter and/or by-laws of the respective limited liability company, and under the applicable laws of the State of New Jersey and Florida respectively. In accordance with such approval, the proper officers of each of WSGNJ and WSGFL have been, and they hereby are, authorized and directed to perform all acts and execute and deliver to the proper authorities for filing, all documents as the same may be necessary or proper to render effective the merger contemplated by this Plan and Agreement of Merger.

9. Delivery of Further Instruments. From time to time, as when requested by WSGFL or by its successors or assigns, WSGNJ, through its duly authorized officers, shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments, and shall take, or cause to be taken, all such actions as WSGFL may reasonably deem necessary and/or desirable in order to more fully vest in and confirm to the surviving limited liability company title to and possession of all the property, rights,

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privileges, powers and franchises referred to in paragraph 7 hereof, and otherwise to carry out the intent and purposes of this Plan and Agreement of Merger.

10. Expenses. The surviving limited liability company shall pay all expenses of carrying this Plan and Agreement of Merger into effect and accomplishing the merger provided for herein.

11. Attorney Review and Waiver of Conflicts. The parties acknowledge that they have requested that joint legal counsel draft this Plan and Agreement of Merger to incorporate the terms negotiated by the parties on their own. EACH PARTY HAS, PRIOR TO THE EXECUTION OF THIS PLAN AND AGREEMENT OF MERGER, BEEN GIVEN THE OPPORTUNITY TO REVIEW THIS PLAN AND AGREEMENT OF MERGER THOROUGHLY WITH SEPARATE LEGAL COUNSEL, AND HAS EITHER DONE SO OR HAS KNOWINGLY WAIVED THE OPPORTUNITY TO DO SO. THE PARTIES THEREFORE KNOWINGLY AND VOLUNTARILY WAIVE ANY CONFLICTS DRAFTING COUNSEL MAY HAVE WITH RESPECT TO REPRESENTING THE PARTIES IN CONNECTION WITH THE PREPARATION OF THIS PLAN AND AGREEMENT OF MERGER.

12. Modification. No change or modification of this Plan and Agreement of Merger shall be valid unless the same be in writing and signed by all the parties hereto.

13. Benefit and Assignment. This Plan and Agreement of Merger shall inure to the benefit of, and shall be binding upon, the undersigned parties hereto, and their heirs, personal representatives, successors and permitted assigns.

14. Interpretation. All questions and interpretations of this Plan and Agreement of Merger shall be construed under the laws of the State of Florida.

15. Invalid Provision. The invalidity or unenforceability of any particular provision of this Plan and Agreement of Merger shall not affect the other provisions hereof, and the Plan and Agreement of Merger shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

16. Headings. The section and paragraph headings used in this Plan and Agreement of Merger are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

17. Preamble. The preamble to this Plan and Agreement of Merger is incorporated herein by this reference. Such preamble, however, is intended to be of an interpretational nature only and is not intended to be construed as establishing any duty, obligation or right independent of those contained in any other section or paragraph hereof.

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IN WITNESS WHEREOF, each Constituent Company has caused this Plan and Agreement of Merger to be executed by its respective duly authorized officers the day and year first above written.

ATTEST:

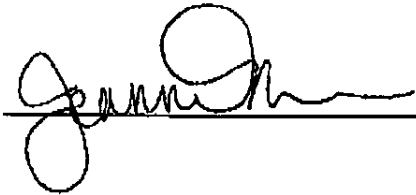


WSG PARTNERS, LLC, a New Jersey limited liability company

By:


William S. Green, Sole Member

ATTEST:



WSG PARTNERS, LLC, a Florida limited liability company

By:


William S. Green, Sole Member

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