

10/2/2020

Division of Corporations

Florida Department of State
Division of Corporations
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To:

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

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
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Fax Number : (850)558-1515

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

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**MERGER OR SHARE EXCHANGE
OF ADVISORY GROUP LLC**

Certificate of Status	0
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: DF Advisory Group 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:

Cathy Dorsey

Contact Person

DF Advisory Group LLC

Firm/Company

4440 PGA Boulevard, Suite 600

Address

Palm Beach Gardens, FL 33410

City, State and Zip Code

cdorsey@aftgroup.biz

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

For further information concerning this matter, please call:

Wayne Barr

at (919) 605-8142

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

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

CR2E080 (2/20)

Articles of Merger
For
Florida Limited Liability Company

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 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>
DF Advisory Group LLC	FL	LLC
AFT Group LLC	DE	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>
DF Advisory Group LLC	FL	LLC

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

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.

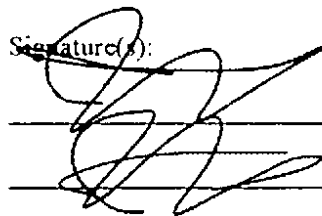
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

DF Advisory Group LLC

AFT Group LLC

Signature(s):



Typed or Printed

Name of Individual:

Jared E. Abbruzzese, Sr.

Jared E. Abbruzzese, Sr.

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 an authorized person

<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

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated September 21, 2020 (this "Agreement"), between DF Advisory Group LLC, a Florida limited liability company ("DFA") and AFT Group LLC, a Delaware limited liability company (the "Company").

WITNESSETH:

WHEREAS, DFA desires to acquire the assets and to assume all of the liabilities and obligations of the Company by means of a merger of the Company with and into the DFA;

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") authorizes the merger of a Delaware limited liability company with and into a foreign limited liability company;

WHEREAS, Section 605.1021 of the Florida Revised Limited Liability Company Act (the "FRLCA") authorizes the merger of a foreign limited liability company with and into a Florida limited liability company;

WHEREAS, the sole member of DFA (the "DFA Member"), has approved this Agreement and the consummation of the Merger; and

WHEREAS, the sole member of the Company (the "Company Member"), has approved this Agreement and the consummation of the Merger.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I THE
MERGERSECTION 1.01. The Merger.

(a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the DFA Member and the Company Member shall determine, Company shall merge with and into DFA, which shall be the surviving limited liability company.

(b) The Merger shall become effective upon the filing of a Certificate of Merger with the Secretary of State of the State of Delaware and Articles of Merger filed with the Secretary of State of Florida (the "Effective Time"). The Company and DFA shall make all other filings or recordings required by applicable law in connection with the Merger.

(c) At the Effective Time, Company shall be merged with and into DFA under the name DF Advisory Group LLC, whereupon the separate existence of Company shall cease, and DFA shall be the surviving limited liability company of the Merger (the "Surviving Limited

Liability Company") in accordance with Section 18-209 of the DLLCA and 605.1026 of the FRLCA.

ARTICLE II MEMBERSHIP INTERESTS OF THE COMPANY

SECTION 2.01. Company Membership Interest. The holders of the Company membership interests of the Company are Jared E. Abbruzzese, Sr. and Sherrie G. Abbruzzese.

SECTION 2.02. Conversion of Membership Interests. At the Effective Time, the Membership Interests of the Company shall be exchanged for Membership Interests in DFA such that the ownership of DFA at such Effective Time shall be Jared E. Abbruzzese, Sr. (75%) and Sherrie G. Abbruzzese (25%) and the separate existence of the Company shall cease.

ARTICLE III THE SURVIVING OPERATING AGREEMENT

SECTION 3.01. Operating Agreement. The Operating Agreement of DFA in effect at the Effective Time shall be the Operating Agreement of the Surviving Limited Liability Company unless and until amended in accordance with its terms and applicable law.

ARTICLE IV TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 4.01. Transfer, Conveyance and Assumption. At the Effective Time, DFA shall continue in existence as the Surviving Limited Liability Company, and without further transfer, succeed to and possess all of the rights, privileges and powers of Company, and all of the assets and property of whatever kind and character of Company shall vest in DFA without further act or deed; thereafter, DFA, as the Surviving Limited Liability Company, shall be liable for all of the liabilities and obligations of Company, and any claim or judgment against Company may be enforced against DFA, as the Surviving Limited Liability Company, in accordance with the DLLCA and FRLCA.

SECTION 4.02. Further Assurances. If at any time DFA shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving Limited Liability Company the title to any property or right of Company, or otherwise to carry out the provisions hereof, the Company Member shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Limited Liability Company, and otherwise to carry out the provisions hereof.

ARTICLE V TERMINATION

SECTION 5.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by:

(i) the mutual written consent of DFA and the Company; or

(ii) DFA, or the Company, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining DFA or the Company from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and non-appealable

SECTION 5.02. Effect of Termination. If this Agreement is terminated pursuant to Section 5.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

ARTICLE VI MISCELLANEOUS

SECTION 6.01. Authorized Person. Jared E. Abbruzzese, Sr. is hereby appointed as an "authorized person" to execute any and all certificates he deems necessary or advisable to effectuate the Merger.

SECTION 6.02. Amendments; No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if and only if such amendment or waiver is in writing and signed by the Company Member, on behalf of the Company, and by the DFA Member, on behalf of DFA.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 6.03. Integration. All prior or contemporaneous Agreements, contracts, promises, representations and statements, if any, between DFA and the Company, or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between DFA and the Company with respect to the subject matter hereof.

SECTION 6.04. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 6.05. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto

and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

AFT Group LLC

By: 

Name: Jared E. Abbruzzese Sr.

Title: Manager (Authorized Person)

DF Advisory Group LLC

By: 

Name: Jared E. Abbruzzese Sr.

Title: Manager (Authorized Person)