

MO6000002157

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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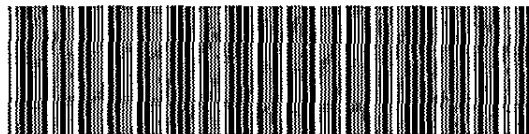
(Business Entity Name)

(Document Number)

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J. BRYAN AUG 17 2006

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Trilogy Global Advisors 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:

Rose Blechner  
(Contact Person)  
Trilogy Global Advisors LLC  
(Firm/Company)  
1114 Avenue of Americas 28<sup>th</sup> Floor  
(Address)  
NY, NY 10025  
(City, State and Zip Code)

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For further information concerning this matter, please call:

Rose Blechner at ( 212 ) 703 3146  
(Name of Contact Person) (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

**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>
BPI Global Asset management LLC #MD6000001159	State of Delaware	LLC

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**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>
Trilogy Global Advisors #MD6000002157	State of Delaware	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:

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SECRETARY OF CORPORATIONS

**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: 

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Mailing address: 


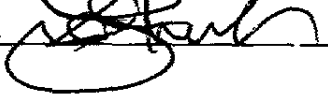
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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
BPI Global Asset Management		John Myklusch
Trilogy Global Advisors LLC		John Myklusch

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

<b><u>Fees:</u></b>	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

<b><u>Certified Copy (optional):</u></b>	\$30.00
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## PLAN OF MERGER

**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>
BPI Global Asset Management	State of Delaware	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>
Trinity Global Advisors	State of Delaware	LLC

**THIRD:** The terms and conditions of the merger are as follows:

Please see attached sheets

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(Attach additional sheet if necessary)

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

*Please see attached sheets*

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

*Please see attached sheets*

*(Attach additional sheet if necessary)*

**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

*Please see attached sheets*

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*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

*(Attach additional sheet if necessary)*

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made as of March 31, 2006, between Trilogy Global Advisors, LLC, a Delaware limited liability company, and BPI Global Asset Management LLC, a Delaware limited liability company, in accordance with Section 18-209 of the Limited Liability Company Act of the State of Delaware.

WITNESSETH:

WHEREAS, Trilogy Global Advisors, LLC, a Delaware limited liability company ("Trilogy Global"), is the sole member of BPI Global Asset Management LLC ("BPI");

WHEREAS, the Board of Managers of Trilogy Global and the members holding at least 70% of the outstanding units of Trilogy Global, desire to merge BPI with and into Trilogy Global pursuant to the terms and conditions of this Agreement (the "Merger") and have adopted a resolution approving this Agreement; and

WHEREAS, Trilogy Global, in its capacity as the sole member of BPI, has adopted a resolution approving this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Trilogy Global and BPI hereby agree as follows:

### Section 1. General.

- 1.1. The Merger. At the Effective Time (as defined in this Section 1) of the Merger, BPI (the "Non-Surviving LLC") shall be merged with and into Trilogy Global, the separate existence of Non-Surviving LLC shall cease and Trilogy Global shall continue as the surviving limited liability company (the "Surviving LLC").
- 1.2. Name of Surviving LLC. The name of the Surviving LLC shall be Trilogy Global Advisors, LLC.
- 1.3. Limited Liability Company Agreement of Surviving LLC. At the Effective Time, automatically and without any further action, the Limited Liability Company Agreement of Trilogy Global Advisors, LLC shall be the Limited Liability Company Agreement of the Surviving LLC.
- 1.4. Member of Surviving LLC. From and after the Effective Time, the members of Trilogy Global Advisors LLC shall continue as the member of the Surviving LLC, subject to the provisions of the Amended and Restated Limited Liability Company Agreement of the Surviving LLC.
- 1.5. Property and Liabilities of the Non-Surviving LLC. At the Effective Time, the separate existence of the Non-Surviving LLC shall cease and the Surviving LLC shall, from and after the Effective Time, possess all the rights, privileges, powers and franchises of whatsoever nature and description, of a public as well as a

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private nature, of the Non-Surviving LLC and be subject to all restrictions, liabilities and duties of the Non-Surviving LLC; all rights, privileges, powers and franchises of the Non-Surviving LLC, all property, real, personal and mixed, of and debts due to the Non-Surviving LLC on whatever account including subscriptions and all other things in action or belonging to the Non-Surviving LLC shall be vested in the Surviving LLC; and all property, rights, privileges, powers, franchises and all other interests of the Non-Surviving LLC shall be thereafter as effectually the property of the Surviving LLC as they were of the Non-Surviving LLC and the title to any real estate vested by deed or otherwise in the Non-Surviving LLC shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of the Non-Surviving LLC shall be preserved unimpaired and all debts, liabilities and duties of the Non-Surviving LLC shall thenceforth attach to the Surviving LLC and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against any of the Non-Surviving LLC may be prosecuted to judgment or decree as if the Merger had not taken place, or the Surviving LLC may be substituted in such action or proceeding.

- 1.6. Further Assurances. BPI agrees that at any time, or from time to time, as and when requested by the Surviving LLC, or by its successors or assigns, it will execute and deliver or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving LLC, all such conveyances, assignments, transfers, deeds or other instruments and will take or cause to be taken such further or other action as the Surviving LLC, or its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving LLC, or its successors or assigns, title to and possession of all the property, rights, privileges, powers, franchises and interests referred to in this Section 1 and otherwise to carry out the intent and purposes hereof.

- 1.7. Effective Time. This Agreement shall become effective upon the filing of a certificate of merger with the Secretary of State of the State of Delaware (the "Effective Time").

Section 2. Treatment of Securities.

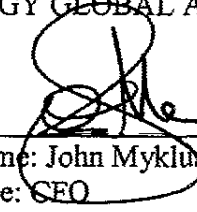
- 2.1. Merger. As of the Effective Time, automatically and without further action, all membership interests of BPI shall be canceled without consideration.

Section 3. Miscellaneous.

- 3.1. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

TRILOGY GLOBAL ADVISORS, LLC

By:   
Name: John Myklusch  
Title: CEO

BPI GLOBAL ASSET MANAGMENT LLC

By:   
Name: John Myklusch  
Title: CEO

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