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FILED
FEB 03 2014
14 JAN 31 PM 12:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merger
FEB 03 2014
AOR



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 987324 7574532

AUTHORIZATION :

COST LIMIT : \$ 50.00

ORDER DATE : January 31, 2014

ORDER TIME : 3:35 PM

ORDER NO. : 987324-005

CUSTOMER NO: 7574532

ARTICLES OF MERGER

JVB FINANCIAL GROUP, LLC

INTO

C&CO PRINCERIDGE LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

**Certificate of Merger
For
Florida Limited Liability Company.**

FILED
14 JAN 31 PM 12:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Certificate 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>
JVB Financial Group, LLC	Florida	Limited Liability Company
_____	_____	_____
_____	_____	_____
_____	_____	_____

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>
C&Co/PrinceRidge LLC	Delaware	Limited Liability Company
_____	_____	_____

THIRD: The 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, 605, 617, and/or 620, Florida Statutes.

FOURTH: Please check one of the boxes that apply to surviving entity:

This entity is a foreign entity that has a certificate of authority to transact business in this state. The merger was approved in accordance with the laws of its jurisdiction of formation 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).

The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

Corporation Service Company

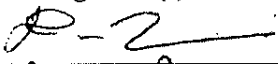
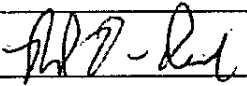
1201 Hays Street

Tallahassee, FL 32301

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:

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
C&Co/PrinceRidge LLC		Douglas Listman
JVB Financial Group, L.L.C.		Robert Dobie

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
Certified Copy (optional):	\$30.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of January __, 2014, is between JVB Financial Group, L.L.C. ("JVB"), a Florida limited liability company, and C&Co/PrinceRidge LLC ("PR"), a Delaware limited liability company, IFMI, LLC, a Delaware limited liability company ("IFMI"), and C&Co/PrinceRidge Holdings LP, a Delaware limited partnership ("Holdings"). JVB and PR shall collectively be referred to herein as the "Constituent Companies."

Recitals:

WHEREAS, JVB is a limited liability company duly organized and existing under the laws of the State of Florida; and

WHEREAS, PR is a limited liability company duly organized and existing under the laws of the State of Delaware; and

WHEREAS, PR is a wholly owned direct subsidiary of Holdings, Holdings is a non-wholly owned direct subsidiary of IFMI, JVB is a wholly owned direct subsidiary of JVB Financial Holdings, L.L.C., and JVB Financial Holdings, L.L.C. is a wholly owned direct subsidiary of IFMI; and

WHEREAS, the managers of JVB and the sole member of PR have determined that it is advisable and in the best interests of the Constituent Companies that JVB be merged with and into PR and have approved this Agreement and Plan of Merger on behalf of the Constituent Companies, and have directed that it be executed by duly authorized persons of the Constituent Companies.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, JVB, PR, IFMI and Holdings, intending to be legally bound, hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Florida Limited Liability Company Act (the "Florida Act") and the Delaware Limited Liability Company Act (the "Delaware Act"), JVB shall be merged with and into PR (the "Merger"), and the separate existence of JVB shall cease. PR shall be and is herein sometimes referred to as the "Surviving Company."

1.2 Filing and Effectiveness. The Merger shall not become effective until the following actions shall be completed:

(a) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(b) An executed Certificate of Merger meeting the requirements of the Florida Act shall have been filed with the Department of State of the State of Florida, and an executed Certificate of Merger meeting the requirements of the Delaware Act shall have been filed with the Department of State of Delaware.

The date and time when the Merger shall become effective as aforesaid in paragraph 1.1 is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of JVB shall cease, and PR, as the Surviving Company shall: (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) be subject to all actions previously taken by JVB, (iii) succeed, without other transfer or assignment, to all of the assets, rights, powers and property of JVB in the manner more fully set forth in the Florida Act and the Delaware Act, (iv) continue to be subject to all of the debts, liabilities and obligations of JVB, and (v) succeed, without other transfer or assignment, to all of the debts, liabilities and obligations of JVB in the same manner as if PR had itself incurred them, all as more fully provided under the applicable provisions of the Florida Act and the Delaware Act.

1.4 Name of Surviving Company. As of the Effective Date of the Merger, the name of the Surviving Company shall be "J.V.B. Financial Group, LLC."

II. ORGANIZATIONAL DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Formation. The Certificate of Formation of PR, as in effect immediately prior to the Effective Date of the Merger, shall continue in full force and effect as the Certificate of Formation of the Surviving Company.

2.2 Operating Agreement. The Third Amended and Restated Limited Liability Company Agreement dated of PR, dated September 1, 2013 (hereinafter referred to as the "Operating Agreement"), as in effect immediately prior to the Effective Date of the Merger, shall continue in full force and effect as the Operating Agreement of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

2.3 Officers. The officers of PR immediately prior to the Effective Date of the Merger shall be the officers of the Surviving Company until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Formation of the Surviving Company or the Operating Agreement of the Surviving Company.

III. MANNER OF CONVERSION OF INTERESTS

3.1 JVB Interests. Upon the Effective Date of the Merger, each membership interest of JVB outstanding immediately prior thereto shall be cancelled and, in consideration thereof, Holdings shall issue to IFMI, as the sole member of JVB Financial Holdings, L.L.C., 134,516 Equity Units and 134,516 Profit Units (as such terms are defined in the Fourth Amended and Restated Limited Partnership Agreement of Holdings).

3.2 PR Interests. Upon the Effective Date of the Merger, all membership interests of PR issued and outstanding immediately prior thereto shall continue to be issued and outstanding, and except as may be otherwise provided in this Agreement, no changes shall be made to those membership interests.

IV. GENERAL

4.1 Further Assurances. From time to time, as and when required by PR or by its successors or assigns, there shall be executed and delivered on behalf of JVB such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by PR the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of JVB and otherwise to carry out the purposes of this Agreement, and the managers and directors of PR are fully authorized in the name and on behalf of JVB or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2 Amendment. The managers of the Constituent Companies may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Florida Department of State and the Delaware Department of State, provided that an amendment made subsequent to the adoption of this Agreement by the managers of the Constituent Companies shall not: (a) alter or change the amount or kind of interest, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the interests of such Constituent Companies, (b) alter or change any term of the Certificate of Organization of the Surviving Company to be effected by the Merger or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any interests of any Constituent Corporation.

4.4 Registered Office. The registered office of the Surviving Company in the State of Delaware shall be located at Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

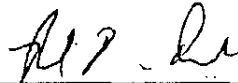
4.5 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Company at 1633 Broadway, 28th Floor, New York, New York, 10019, and copies thereof will be furnished to either of the Constituent Companies, upon request and without cost.

4.6 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the States of Florida and Delaware.

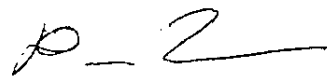
4.7 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each party hereto by their respective officers thereunto duly authorized.

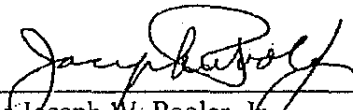
JVB FINANCIAL GROUP, L.L.C.

By: 
Name: Robert Dobie
Title: Chief Financial Officer

C&CO/PRINCERIDGE LLC

By: 
Name: Douglas Listman
Title: Chief Financial Officer

IFMI, LLC

By: 
Name: Joseph W. Pooler, Jr.
Title: Chief Financial Officer

C&CO/PRINCERIDGE HOLDINGS LP

By: C&Co/PrinceRidge Partners LLC,
its general partner

By: _____
Name: Lester Brafman
Title: Sole Manager of the Board of
Managers

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each party hereto by their respective officers thereunto duly authorized.

JVB FINANCIAL GROUP, L.L.C.

By: _____
Name: Robert Dobie
Title: Chief Financial Officer

C&CO/PRINCERIDGE LLC

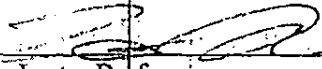
By: _____
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IFMI, LLC

By: _____
Name: Joseph W. Pooler, Jr.
Title: Chief Financial Officer

C&CO/PRINCERIDGE HOLDINGS LP

By: C&Co/PrinceRidge Partners LLC,
its general partner.

By:  _____
Name: Lester Brafman
Title: Sole Manager of the Board of
Managers