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2014 JUN 27 PM 4: 27

THE UNIVERSITY OF CHICAGO

EFFECTIVE DATE

June 30, 2014

14 JUN 27 11 10 21

EDUCATION

10a 6.30.14



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 196680 4305390

AUTHORIZATION :

COST LIMIT : \$ 70.00

Spence

ORDER DATE : June 27, 2014

ORDER TIME : 1:29 PM

ORDER NO. : 196680-010

CUSTOMER NO: 4305390

ARTICLES OF MERGER

JOSEPH HOLDINGS, INC.

INTO

MODERA CAPITAL, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Emily Gray

EXAMINER'S INITIALS:

(10)

EFFECTIVE DATE

June 30, 2014

FILED
JUN 27 2014
14 JUN 27 10:21

ARTICLES OF MERGER

(Profit Corporations)

Pursuant to Section 607.1109 of the Florida Business Corporations Act, (the "Florida Act"), it is hereby certified that:

1. Name and Jurisdiction of Organization of Each Entity which is to Merge.

Modera Capital, Inc., a New Jersey corporation (the "Surviving Corporation"); and

Joseph Holdings, Inc., a Florida corporation (the "Merging Corporation").

2. Name of Surviving Company. Modera Capital, Inc. will continue its existence as the Surviving Corporation pursuant to the provisions of Section 14A:10-4.1 of the New Jersey Business Corporation Act (the "New Jersey Act").

3. Plan of Merger. Annexed hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger (the "Plan") for merging the Merging Corporation with and into the Surviving Corporation, as approved by the Board of Directors and the shareholders of each of said merging entities entitled to vote. The Plan is on file at the offices of the Surviving Corporation located at 56 Jefferson Avenue, 2nd Floor, Westwood, New Jersey 07673.

4. Approval of Merger. The shareholders and directors of the Merging Corporation approved of the Plan as of June 23, 2014 pursuant to a Joint Written Consent in Lieu of a Meeting. The shareholders and directors of the Surviving Corporation approved of the Plan as of June 23, 2014 pursuant to a Joint Written Consent in Lieu of a Meeting.

5. Effective Date. The merger shall become effective on June 30, 2014 at 6:00 P.M.

6. Service of Process. The Surviving Corporation shall appoint the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Corporation.

7. Payment of Fair Value. The Surviving Corporation shall promptly pay the fair value of the shares held by the dissenting shareholders of the Merging Corporation, if any.

8. Compliance. The applicable provisions of the laws of the jurisdiction of organization of the Merging Corporation relating to the merger of the Merging Corporation with and into the Surviving Corporation have been, or upon compliance with the filing and recording requirements, will have been, complied with.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed these Articles of Merger as of this 23rd day of June, 2014.

Surviving Corporation:

MODERA CAPITAL, INC.
a New Jersey corporation

By: Tom Orecchio
Thomas Orecchio, President

Merging Corporation:

JOSEPH HOLDINGS, INC.
a Florida corporation

By: John J. Ceparano
John Ceparano, President

Exhibit A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of June 23, 2014, by and between **MODERA CAPITAL, INC.**, a New Jersey corporation ("Modera") and **JOSEPH HOLDINGS, INC.**, a Florida corporation ("JHI").

WITNESSETH:

WHEREAS, JHI shall be merged with and into Modera and Modera shall be the surviving company (the "Surviving Company");

WHEREAS, it is the intent of this Agreement that the merger provided for herein (the "Merger") shall take place pursuant to the applicable laws of the State of New Jersey and the State of Florida and shall constitute a tax-free transaction pursuant to IRS Code sec. 368(a)(1)(A); and

WHEREAS, all of the shareholders and all of the members of the board directors of Modera and JHI, respectively, deem the merger desirable and in the best interests of their respective corporations and concurrently herewith, all of the shareholders and all of the members of the board directors of Modera and JHI, respectively, have delivered their respective written consents adopting this Agreement and approving the Merger.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I.

1. In accordance with the provisions of this Agreement, Section 14A-10 of the New Jersey Business Corporation Act (the "New Jersey Act"), and Section 607.1108 of the Florida Business Corporations Act (the "Florida Act"), JHI shall be merged with and into Modera and Modera shall be the Surviving Company.

2. The number of issued and outstanding shares of JHI which were entitled to vote at the time of the approval of this Agreement and the Merger by its shareholders was 6,000, all of which are one class. The number of issued and outstanding shares of Modera which were entitled to vote at the time of the approval of this Agreement and the Merger by its shareholders was 1,000, all of which are one class.

3. The Merger shall become effective as of June 30, 2014, at 6 PM (the "Effective Date"), pursuant to Section 14A:10-4.1(2) of the New Jersey Act and Section 607.1109 of the Florida Act.

ARTICLE II.

1. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder of any shares of common stock of JHI, all of the issued and outstanding shares of common stock of JHI shall be cancelled.

2. Upon the Effective Date, by virtue of the Merger, Modera shall increase its authorized shares from 1,000 shares of common stock, no par value, to 1,099 shares of common stock, no par value.

3. Upon the Effective Date, all of the shares of common stock of the Surviving Company shall remain. In addition, the Surviving Company shall issue 98.91 shares of its common stock to the former shareholders of JHI in proportion to their equity in JHI. Together with the 1,000 shares of stock of the Surviving Company which are already issued, such shares shall represent all of the issued and outstanding shares of common stock of the Surviving Company.

ARTICLE III.

The Certificate of Incorporation of the Surviving Company, as modified pursuant to the Certificate of Amendment being filed as of the Effective Date, shall remain the Certificate of Incorporation of the Surviving Company immediately following the Effective Date until altered, amended or repealed.

ARTICLE IV.

The By-laws of the Surviving Company in effect on the Effective Date shall be the By-laws of the Surviving Company immediately following the Effective Date until altered, amended or repealed.

ARTICLE V.

This Agreement may be terminated or abandoned at any time prior to the Effective Date of the filed Certificate of Merger with the New Jersey State Treasurer and by mutual written agreement of JHI and Modera.

ARTICLE VI.

1. The directors of the Surviving Company immediately prior to the Effective Date shall be the directors of the Surviving Company immediately following the Effective Date, until such time as their respective successors are duly elected or appointed and qualified, or their earlier death, resignation or removal in accordance with the Certificate of Incorporation and By-laws of the Surviving Company.

2. The officers of the Surviving Company immediately prior to the Effective Date shall be the officers of the Surviving Company immediately following the Effective Date, until such time as their respective successors are duly elected or appointed and qualified, or their earlier death, resignation or removal in accordance with the Certificate of Incorporation and By-laws of the Surviving Company.

ARTICLE VII.

On the Effective Date, the separate existence of JHI shall cease, and the existence and the identity of Modera, as the Surviving Company, shall continue. The Surviving Company shall thereupon succeed, without other transfer, to all of the rights and property of JHI and shall be subject to all of the debts and liabilities of JHI in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens upon the property of JHI shall be limited to the property affected thereby immediately prior to the Effective Date. Any action or proceeding pending by or against JHI may be prosecuted to judgment, which shall bind the Surviving Company, and the Surviving Company may be proceeded against or substituted in the place of JHI.

ARTICLE VIII.

From time to time at and after the Effective Date as and when requested by the Surviving Company or by its successors or assigns, JHI shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Company, and its successors or assigns, may deem necessary or desirable in order to vest in and confirm to the Surviving Company, and its successors or assigns, title to and possession of all the rights and property referred to in Article VIII hereof and otherwise to carry out the intent and purposes of this Agreement. If the Surviving Company shall at any time deem that any further assignments or assurances of law or any other acts are necessary or desirable to vest, perfect or confirm of record or otherwise the title to any property or to enforce any claims of JHI acquired by the Surviving Company pursuant to this Agreement, the officers of the Surviving Company at that time are hereby specifically authorized as attorneys-in-fact of JHI (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments and assurances of law and to do all such other acts, in the name and on behalf of the Surviving Company or otherwise, as such officers shall deem necessary or appropriate to accomplish such end.

ARTICLE IX.

1. For the convenience of the parties hereto, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original

instrument and all such counterparts shall together constitute the same agreement. This Agreement may be signed by 'pdf' or facsimile.

2. This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto, which instrument, when so executed and delivered, shall thereupon become a part of this Agreement as of the date hereof. Any amendment to this Agreement shall be approved by JHI and the Surviving Company.

3. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of New Jersey. The filing requirements of the State of New Jersey or the State of Florida, as applicable, shall govern all filings necessary or advisable to effect the intent and purposes of this Agreement.

4. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or company, other than the parties hereto and their respective members or shareholders, any rights or remedies under or by reason of this Agreement except as allowed by applicable laws of the State of New Jersey.

5. This Agreement embodies all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter hereof, and no representations, warranties, covenants, understanding or agreements, oral or otherwise, in relation thereto exist between the parties hereto except as expressly set forth in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger the day and year first above written.

MODERA CAPITAL, INC.
a New Jersey corporation

By: Tom Orecchio
Thomas Orecchio, President

JOSEPH HOLDINGS, INC.
a Florida corporation

By: John J. Ceparano
John J. Ceparano, President