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**MERGER OR SHARE EXCHANGE  
ALTERNA FINANCIAL CORP.**

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**ARTICLES OF MERGER**

**of**

**ALTERNA WEALTH MANAGEMENT, INC., A FLORIDA CORPORATION**

**with and into**

**ALTERNA FINANCIAL CORP., A FLORIDA CORPORATION**

Pursuant to the provisions of Section 607.1101 and Section 607.1105 of the Florida Business Corporation Act, Alterna Wealth Management, Inc., a Florida corporation ("AWM"), and Alterna Financial Corp., a Florida corporation ("KHC"), hereby adopt the following Articles of Merger for the purpose of merging AWM with and into KHC (the "Merger").

**FIRST:** The plan of merger, pursuant to Section 607.1101 of the Florida Business Corporation Act (the "FBCA"), is as set forth in these Articles of Merger, including Exhibit A attached hereto (the "Plan of Merger").

**SECOND:** The Merger shall become effective upon the filing of these Articles of Merger with the Department of State of the State of Florida, at which time AWM shall be merged with and into KHC, with KHC being the surviving corporation of the Merger and the separate existence of AWM shall thereupon cease. The Merger shall have the effects set forth in Section 607.1106 of the FBCA.

**THIRD:** The Plan of Merger was approved by written consent of the sole director and sole shareholder of both AWM and KHC on February 27, 2012, which is sufficient for approval.

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TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, each of AWM and KHC has caused these Articles of Merger to be executed by its respective duly authorized officers this 27<sup>th</sup> day of February 2012.

**ALTERNA WEALTH MANAGEMENT, INC.**  
(a Florida corporation)

By: 

Name: Robert L. Konrad, Jr.  
Title: President

**ALTERNA FINANCIAL CORP.**  
(a Florida corporation)

By: 

Name: Robert L. Konrad, Jr.  
Title: President

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**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

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**AGREEMENT AND PLAN OF MERGER**

of

**ALTERNA WEALTH MANAGEMENT, INC., A FLORIDA CORPORATION**

with and into

**ALTERNA FINANCIAL CORP., A FLORIDA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of October 27, 2011, is made and entered into by and between Alterna Wealth Management, Inc., a Florida corporation ("AWM"), and Alterna Financial Corp., a Florida corporation ("KHC"), which corporations are sometimes referred to herein as the "Constituent Corporations."

**WITNESSETH:**

**WHEREAS**, AWM is a corporation organized and existing under the laws of the State of Florida, having been incorporated on March 1, 2005, under the laws of the State of Florida under the Florida Business Corporation Act (the "FBCA");

**WHEREAS**, KHC is a corporation organized and existing under the laws of the State of Florida, having been incorporated on March 1, 2007, under the laws of the State of Florida under the FBCA;

**WHEREAS**, the sole Director and sole shareholder of each of AWM and KHC have determined that it is desirable to merge AWM with and into KHC and that KHC shall be the surviving corporation (the "Merger"), pursuant to the terms and conditions of this Agreement;

**WHEREAS**, the parties intend by this Agreement to effect reorganization under Section 368 of the Internal Revenue Code of 1986, as amended;

**WHEREAS**, the sole Director of each of AWM and KHC have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, AWM and KHC agree as follows:

**ARTICLE I**

**EFFECTIVE DATE AND EFFECT OF THE MERGER**

1.1 *Filing and Effectiveness*. The Merger shall become effective when the following actions shall have been completed: the acceptance of the filing of the Articles of Merger for the Merger under the FBCA (the "Articles of Merger") with the Department of State of the State of

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Florida; or upon such other specified date and time as may be set forth in the Articles of Merger (the date and time when the Merger shall become effective, as aforesaid, is herein called the "**Effective Date**").

1.2 *Effect of the Merger.* On the Effective Date, AWM shall be merged with and into KHC, the separate existence of AWM shall cease and KHC (hereinafter sometimes referred to as the "**Surviving Corporation**") shall continue to exist as a corporation organized and existing under the FBCA, and the Merger shall have the effects set forth in the applicable provisions of the FBCA. Without limiting the generality of the foregoing, and subject thereto and to any other applicable laws, at the Effective Date of the Merger, all the properties, rights, privileges, powers and franchises of AWM shall vest in the Surviving Corporation, and, subject to the terms of this Agreement, all debts, liabilities, restrictions, disabilities and duties of AWM shall become the debts, liabilities, restrictions, disabilities and duties of the Surviving Corporation. The address of the registered office of the Surviving Corporation in the State of Florida is 1801 S. Federal Highway, 2<sup>nd</sup> Floor, Boca Raton, FL 33432, and the name of the registered agent at that address is Robert L. Konrad, Jr.

## ARTICLE II ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

2.1 The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of KHC (the "**KHC Charter**") as in effect on the date hereof, without change, except for:

(a) Article I of the KHC Charter shall be amended to change the name, principal place of business and mailing address of the Surviving Corporation, and, as amended, Article I shall be and read:

"The name and the principal place of business and mailing address of this Corporation shall be:

Konrad Holdings Corp  
1801 S. Federal Highway  
2<sup>nd</sup> Floor  
Boca Raton, FL 33432", and

(b) amendments after the Effective Date in accordance with applicable law.

## ARTICLE III BYLAWS OF THE SURVIVING CORPORATION

3.1 The Bylaws of the Surviving Corporation shall be the Bylaws of KHC as in effect on the date hereof, without change, except for amendments after the Effective Date in accordance with applicable law.

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**ARTICLE IV  
EFFECT OF MERGER ON STOCK OF CONSTITUENT CORPORATIONS**

4.1 *Shares of AWM.* Upon the Effective Date, each share of capital stock of AWM that is issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, no longer be issued or outstanding, and automatically by virtue of the Merger shall be cancelled and cease to exist, and shall not be converted into or exchanged for any capital stock or property (it being understood that the sole shareholder of AWM is the sole shareholder of KHC).

4.2 *Shares of KHC.* Upon the Effective Date of the Merger, each share of capital stock of KHC issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be unchanged and remain issued and outstanding.

**ARTICLE V  
OFFICERS AND DIRECTORS OF SURVIVING CORPORATION**

5.1 Upon and following the Effective Date, (i) the officers and directors of KHC as of the time immediately prior to the Effective Date shall continue in office in such positions for the Surviving Corporation until their respective successors shall have been appointed or elected, and (ii) any persons holding positions as officers or directors of AWM shall automatically cease to hold such positions, due to the elimination of such positions as a result of the Merger.

**ARTICLE VI  
MISCELLANEOUS**

6.1 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6.2 *Expenses.* The Surviving Corporation shall assume and pay all expenses in connection therewith not theretofore paid by the respective parties.

6.3 *Agreement.* An executed copy of this Agreement will be on file at the principal place of business of the Surviving Corporation and, upon request and without cost, a copy thereof will be furnished to any shareholder of either Constituent Corporation.

6.4 *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 together shall constitute one and the same instrument.

6.5 *Further Assurances.* From time to time, as and when required by KHC or by its successors and assigns, there shall be executed and delivered on behalf of AWM such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or

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otherwise, in KHC the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of AWM, and otherwise to carry out the purposes of this Agreement, and the officers and directors of KHC are fully authorized in the name and on behalf of AWM or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

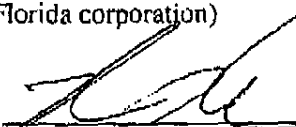
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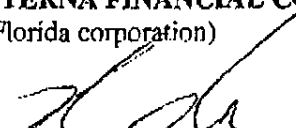
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**ALTERNA WEALTH MANAGEMENT, INC.**  
(a Florida corporation)

By:   
Name: Robert L. Konrad, Jr.  
Title: President

**ALTERNA FINANCIAL CORP.**  
(a Florida corporation)

By:   
Name: Robert L. Konrad, Jr.  
Title: President

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