

P95000028892

(Requestor's Name)

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(City/State/Zip/Phone #)

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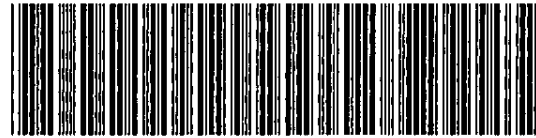
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 MAR 16 PM 1:44

Minger
@ 3/30/12

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ALLIANCE EXCHANGE CORP.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Mark E. Blanton

Contact Person

Alliance Exchange Corp.

Firm/Company

8108 Old Hixon Road

Address

Tampa, FL 33626

City/State and Zip Code

peggy@alliance-exchange.com

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

For further information concerning this matter, please call:

Mark E. Blanton

Name of Contact Person

At (813)

920-1031

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Alliance Exchange Corp.</u>	<u>Florida</u>	<u>P95000028892</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Caroline Investments, Inc.</u>	<u>Florida</u>	<u>L37937</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 3/7/2012

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 3/7/2012

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

FILED
SECRETARY OF STATE
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PLAN AND AGREEMENT OF MERGER

Merging

Caroline Investments, Inc.

Into

Alliance Exchange Corp.

Caroline Investments, Inc., a Florida Corporation, and Alliance Exchange Corp., a Florida Corporation, sometimes hereinafter referred to as the "surviving corporation," agree as follows:

ARTICLE I

PLAN OF REORGANIZATION

Plan Adopted

1.01. A plan of reorganization of Caroline Investments, Inc., and Alliance Exchange Corp., pursuant to the provisions of Chapter 607 of the Florida Business Corporation Act, and Section 368 (a) (1) (A) of the Internal Revenue Code, is adopted as follows:

- (1) Caroline Investments, Inc., shall be merged with and into Alliance Exchange Corp., to exist and be governed by the laws of the State of Florida.
- (2) The name of the surviving corporation shall be:

Alliance Exchange Corp.

(3) When this agreement shall become effective, the separate existence of Caroline Investments, Inc., shall cease and the surviving corporation shall succeed, without other transfer, to all the rights and property of Caroline Investments, Inc., and shall be subject to all the debts and liabilities of such corporation in the same manner as if the surviving corporation had itself incurred them. All rights of creditors and all liens upon the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the merger.

(4) The surviving corporation will carry on business with the assets of Caroline Investments, Inc., as well as with the assets of Alliance Exchange Corp.

(5) The shareholders of Caroline Investments, Inc. will surrender all of their shares in the manner hereinafter set forth.

(6) In exchange for the shares of Caroline Investments, Inc., surrendered by its shareholders, the surviving corporation will issue and transfer to such shareholders on the basis hereinafter set forth, shares of its common stock.

(7) The shareholders of Alliance Exchange Corp. will retain their shares as shares of the surviving corporation.

Effective Date

1.02. The effective date of the merger, hereinafter referred to as the "Effective Date," shall be the date the Articles of Merger are filed with the Florida Department of State.

ARTICLE 2.

REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Nonsurvivor

2.01. As a material inducement to the surviving corporation to execute this Agreement and perform its obligations hereunder, Caroline Investments, Inc., represents and warrants to surviving corporation as follows:

(1) Caroline Investments, Inc., is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted.

(2) Caroline Investments, Inc., has 1,000 shares of common stock, par value, \$1.00 of which on the date hereof, 500 shares are validly issued and outstanding, fully paid, and nonassessable.

(3) All required federal, state, and local tax returns of Caroline Investments, Inc., have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by such returns, have been paid.

Survivor

2.02. As a material inducement to Caroline Investments, Inc., to execute this Agreement and perform its obligations hereunder, Alliance Exchange Corp., represents and warrants to Caroline Investments, Inc., as follows:

(1) Alliance Exchange Corp., is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted

(2) Alliance Exchange Corp., has 1,000 authorized shares of common stock with \$1.00 par value. As of the date of this Agreement, 1,000 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

ARTICLE 3.

COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Submission to Shareholders and Filing

3.01. This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

ARTICLE 4.

CONVERSION OF SHARES

4.01. At the Effective Time, by virtue of the Merger and without any action on the part of Alliance Exchange Corp., each share of the Caroline Investments, Inc., shall automatically be canceled and retired, shall cease to exist and no longer be outstanding. All shares authorized and issued by Alliance Exchange Corp. shall be retained by its sole shareholder Mark Blanton.

ARTICLE 5.

DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01. On the effective date, the names of the Directors and principal officers of the surviving corporation who shall hold office until the next annual meeting of the shareholders of the

surviving corporation or until such time as their respective successors have been elected or appointed and qualified are:

(1) Directors: Mark Blanton

(2) Officers:

President	Mark Blanton
Vice-President	Mark Blanton
Secretary/Treasurer	Mark Blanton

ARTICLE 6.

ARTICLES OF INCORPORATION

Articles of Surviving Corporation

6.01. The Articles of Alliance Exchange Corp., as existing on the effective date of the merger, shall continue in full force as the Articles of the surviving corporation until altered, amended, or repealed as provided therein or as provided by law.

ARTICLE 7.

BYLAWS

Bylaws of Survivor

7.01. The Bylaws of Alliance Exchange Corp., as existing on the Effective Date of the merger, shall continue in full force as the Bylaws of the surviving corporation until altered, amended, or repealed as provided therein or as provided by law.

ARTICLE 8.

INTERPRETATION AND ENFORCEMENT

Further Assurances

8.01. Caroline Investments, Inc., hereby agrees that from time to time, as and when requested by the surviving corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other actions as the surviving corporation may deem necessary or desirable in order to vest or perfect in, or conform of record or

otherwise to, the surviving corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 hereof, and otherwise to carry out the intent and purposes of this Agreement.

Notices

8.02. Any notice or other communication required or permitted hereunder shall be properly given when deposited in the United States mails for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid.

Entire Agreement; Counterparts

8.03. This instrument and the exhibits hereto contain the entire agreement between the parties with respect to the transaction contemplated hereby. It may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together constitute only one and the same instrument.

Controlling Law


8.04. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida, the state in which this agreement is being executed.

EXECUTED on March 7, 2012.


Caroline Investments, Inc.

BY: 
Mark Blanton, President

ATTEST:


Mark Blanton, Secretary

Alliance Exchange Corp.

BY: 
Mark Blanton, President

ATTEST:


Mark Blanton, Secretary

APPROVED AND AGREED TO BY THE STOCKHOLDERS OF Alliance Exchange Corp.

TOTAL: 1,000 shares Common

APPROVED AND AGREED TO BY THE STOCKHOLDERS OF Caroline Investments, Inc.

TOTAL: 500 shares Common