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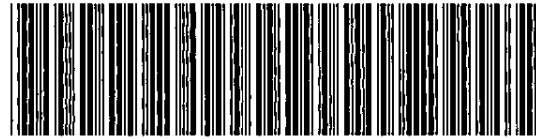
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AR
1/15/09

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Alliance Nightline, Inc.
into
Nightline, Inc.

Thank you!
☺

Signature

Requested by Christina 1/15 AM
Name Date Time

☐ Art of Inc. File _____
☐ LTD Partnership File _____
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☐ L.C. File _____
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☐ Trade/Service Mark _____
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☐ Fictitious Search _____
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ARTICLES OF MERGER OF

ALLIANCE NIGHTLINE, INC., a Florida Corporation,

into

NIGHTLINE, INC., a Florida Corporation

2009 JAN 15 PM 3:39

**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

THESE ARTICLES OF MERGER are submitted by ALLIANCE NIGHTLINE, INC., a Florida Corporation ("ALLIANCE") and NIGHTLINE, INC., a Florida Corporation Company ("NIGHTLINE"), pursuant to written consent of no less than the majority of their respective shareholders given in accordance with §§ 607. and 607. of the Florida Business Corporation Act (the "Act").

Article I Company Information

The exact name and jurisdiction of each merging entity are as follows:

Disappearing Entity: Jurisdiction:

Alliance Nightline, Inc. Florida
1070 SW 104 Street
Miami, Florida 33176
Secretary of State File Number: P08000110285

Surviving Entity: Jurisdiction:

Nightline, Inc. Florida
1070 SW 104 Street
Miami, Florida 33176
Secretary of State File Number: S04888

Article II Approvals

The attached Agreement and Plan of Merger, incorporated by reference as if fully set forth herein, meets the requirements of § 607. of the Act, and was approved by ALLIANCE and NIGHTLINE in accordance with Chapter 607 of the Florida Statutes.

Article III Effective Date

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

Article IV

Adoption of Merger by Disappearing Entity

The Plan of Merger was adopted by the shareholders of the Disappearing Entity on January 5, 2009.

The Plan of Merger was adopted by the board of directors of the Disappearing Entity on January 5, 2009.

Article V

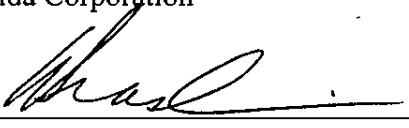
Adoption of Merger by Surviving Entity

The Plan of Merger was adopted by the shareholders of the Surviving Entity on January 5, 2009.

The Plan of Merger was adopted by the board of directors of the Surviving Entity on January 5, 2009.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger on January 5, 2009.

ALLIANCE NIGHTLINE, INC.
a Florida Corporation

By: 

Name: Lee Grasheim
Title: Director

NIGHTLINE, INC.
a Florida Corporation

By: 

Name: Lee Grasheim
Title: President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement") is made effective as of January 5, 2009, by and between, Alliance Nightline, Inc. a Florida corporation ("Disappearing Entity"), and Nightline, Inc., a Florida corporation ("Surviving Entity") (the Disappearing Entity and Surviving Entity are sometimes referred to herein collectively as the "Constituent Entities"), in accordance with § 607.1101 et seq. of the Florida Business Corporation Act.

WHEREAS, the Constituent Entities are corporations which desire to enter into this Agreement and Plan of Merger governing the merger of the Disappearing Entity into the Surviving Entity and intend that the transaction qualify as a tax-free exchange under applicable provisions of the Internal Revenue Code;

WHEREAS, this Agreement and Plan of Merger is submitted in compliance with Florida Statutes § 607.1101 et seq.;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

ARTICLE I. SURVIVING ENTITY

The exact name and jurisdiction of the Surviving Entity are as follows:

Surviving Entity Name: Jurisdiction:

Nightline, Inc. Florida
1070 S.W. 104th Street
Miami, Florida 33176
State File No: S04888

ARTICLE II. DISAPPEARING ENTITY

The exact name and jurisdiction of the Disappearing Entity are as follows:

Disappearing Entity Name: Jurisdiction:

Alliance Nightline, Inc. Florida
1070 S.W. 104th Street
Miami, Florida 33176
State File No: P08000110285

ARTICLE III. TERMS AND CONDITIONS OF THE MERGER.

Section 3.1 Merger. Disappearing Entity will merge with and into Surviving Entity in accordance with the laws of the State of Florida and this Agreement. The legal existence of Disappearing Entity shall cease when it is merged into Surviving Entity. The existence of Surviving Entity shall remain unimpaired as the surviving corporation following the merger.

Section 3.2 Effective Date. The merger shall become effective on the date which the Articles of Merger, in substantially the form attached hereto as Exhibit A ("**Articles of Merger**"), have been signed and filed according to the laws of the State of Florida (the "**Effective Date**"); provided that this Agreement has been approved by the Board of Directors and the Shareholders of Disappearing Entity and Surviving Entity in accordance with the laws of the State of Florida.

Section 3.3 Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws of Surviving Entity shall be the Articles of Incorporation and Bylaws of Surviving Entity existing immediately prior to the Effective Date.

Section 3.4 Future Operations. The parties presently intend, subject to the changes that the directors of Surviving Entity in their judgment may deem appropriate, that after the Effective Date the business presently conducted by Disappearing Entity shall continue in substantially its present form as the business of the Surviving Entity.

Section 3.5 Directors and Officers. Lee Grasheim and Patricia B. McCreary shall serve as the Directors of the Surviving Entity, and Lee Grasheim shall serve as the President of the Surviving Entity, until their respective successor(s) is/are elected and qualified at the next meeting of the shareholders and/or Board of Directors of Surviving Entity, as the case may be.

Section 3.6 Merger of Interests and Assumption of Liabilities. At the Effective Date, the Constituent Entities shall be deemed merged as provided by the laws of the State of Florida. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal, or mixed, of Disappearing Entity shall be taken and deemed to be transferred, and shall be vested in Surviving Entity without further act or deed; and Surviving Entity shall thenceforth be liable for all debts, liabilities, obligations, and duties of the Constituent Entities, and all such debts, liabilities, obligations, and duties shall thenceforth attach to Surviving Entity and may be enforced against it to the same extent as if the debts, liabilities, obligations, and duties had been incurred or contracted by Surviving Entity. When requested by Surviving Entity, Disappearing Entity shall execute and deliver all deeds and other instruments deemed by Surviving Entity to be necessary in order to vest Surviving Entity with title to and possession of all rights and property of Disappearing Entity.

Section 3.7 Representations and Warranties. The Constituent Entities represent and warrant to each other (solely as to matters relating to the party making the representation) as follows:

(a) Disappearing Entity and Surviving Entity are organized and in good standing under the laws of the State of Florida;

(b) The execution of this Agreement by Disappearing Entity and Surviving Entity and the performance of the transactions contemplated by this Agreement have been approved by their Shareholders and Board of Directors. On proper approval by their Shareholders and Board of Directors, no further action is necessary under Florida law to make this Agreement valid and binding upon the parties.

ARTICLE IV. MANNER OF CONVERTING INTERESTS. The manner and basis of converting the shares of each party into shares, obligations, or other securities of the Surviving Entity or any other entity, or in whole or in part into cash or other property and the manner and basis of converting rights to acquire shares of each party into rights to acquire shares, obligations, or other securities of the Surviving Entity or any other entity or, in whole or in part, cash or other property are as follows:

Section 4.1 Disappearing Entity. Each share of the common stock of the Disappearing Entity issued and outstanding immediately prior to the Effective Date will be canceled and extinguished and automatically converted into the right to receive one (1) validly issued, fully paid and nonassessable share of the common stock of Surviving Entity.

Section 4.2 Surviving Entity. All shares of common stock of the Surviving Entity issued and outstanding immediately prior to the Effective Date, other than any shares of common stock to be issued by the Surviving Entity as the result of the conversion of the Disappearing Entity's shares of common stock, shall be canceled and extinguished and automatically redeemed in exchange for cash in an amount equal to \$2,020.20 per share. (for a total of One Hundred Thousand and 00/100 Dollars (\$100,000.00)).

ARTICLE V WAIVERS. Each party may, by written instrument, (a) extend the time for the performance of any of the obligations or other acts of another party to this Agreement; (b) waive any inaccuracies of another party in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance by another party with any of the covenants contained in the Agreement; and (d) waive another party's performance of any of the obligations set out in this Agreement. No waiver by a party to this Agreement of a breach of any term or condition of this Agreement may be made orally or through course of dealing, nor shall any waiver be construed to operate as a waiver of any other or subsequent breach of the same or of any other term or condition, unless otherwise expressly provided in such written waiver.

ARTICLE VI. EXPENSES. Each of the Constituent Entities will pay their respective costs and expenses of their performance of and compliance with all agreements and conditions contained in this Agreement. If this Agreement is terminated and the merger is not effected, each party will pay all costs and expenses of its performance of and compliance with all agreements and conditions contained herein, including fees, expenses, and disbursements of its accountants and counsel.

ARTICLE VII. COUNTERPARTS. For the convenience of the parties and to facilitate the filing and recording of this Agreement, it may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ARTICLE VIII. ENTIRE AGREEMENT. This Agreement embodies all of the agreements and understandings in relation to the subject matter of this Agreement, and no covenants, understandings, or agreements in relation to this Agreement exist between the parties, except as expressly set forth in this Agreement.

ARTICLE IX. THIRD PARTIES. Nothing expressed or implied in this Agreement shall be construed to confer upon any person, firm, or corporation, other than a party to this Agreement, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Constituent Entities have caused this Agreement to be effective as of the day and year first above written.

NIGHTLINE, INC.

By: 
Name: Lee Grasheim
Title: President

ALLIANCE NIGHTLINE, INC.

By: 
Name: Lee Grasheim
Title: Director