

L050000030308

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer

Office Use Only



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12/19/05--01014--018 **78.75

EFFECTIVE DATE

1/1/06

RECEIVED
05 DEC 19 AM 10:52
FILED
05 DEC 19 PM 2:31
TALLAHASSEE, FLORIDA
SECRETARY OF STATE
FLORIDA

ATTORNEYS' TITLE

Requestor's Name

1965 Capital Circle NE, Suite A

Address

Tallahassee, Fl 32308

City/St/Zip

850-222-2785

Phone #

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1- M-P REALTY, L.L.C.

2-

3-

4-

EFFECTIVE DATE:
1/1/06

☒ Walk-in

☐ Pick-up time ASAP

☒ Certified Copy

☐ Mail-out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS

<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS

<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS

<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION

<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials

05 DEC 19 PM 2:31
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

of

M-G REALTY CO,
a Florida General Partnership

into

M-P REALTY, L.L.C.,
a Florida limited liability company

EFFECTIVE DATE
11/1/06

FILED
05 DEC 19 PM 2:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are being submitted in accordance with Section(s) 607.1109, 608.4382 and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

	<u>Name and Street Address:</u>	<u>Jurisdiction:</u>	<u>Entity Type:</u>
1.	M-G Realty Co 340 Fifth Avenue South Suite 200 Naples, Florida 34102	State of Florida	General Partnership

Florida Document/Registration Number: N/A FEI Number: 31-6090513

2.	M-P Realty, L.L.C. 340 Fifth Avenue South Suite 200 Naples, Florida 34102	State of Florida	Limited Liability Company
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Florida Document/Registration Number: L05000030308 FEI Number: 20-2632310

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

M-P Realty, L.L.C. 340 Fifth Avenue South Suite 200 Naples, Florida 34102	State of Florida	Limited Liability Company
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Florida Document/Registration Number: L05000030308 FEI Number: 20-2632310

THIRD: The attached Plan of Merger meets the requirements of Section(s) 607.1108, 608.438, 617.1103 and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized or otherwise formed under the laws of the State of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under Section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINETH: The merger shall become effective as of:

January 1, 2006.

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

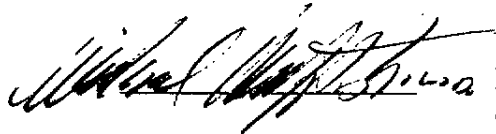
ELEVENTH: SIGNATURE(S) FOR EACH PARTY

Name of Entity:

Signature(s)

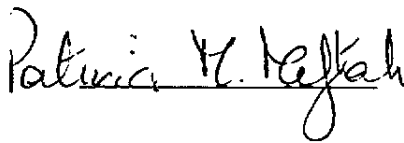
Typed or printed name of Indiv.

M-G Realty Co,
A Florida General
Partnership

A handwritten signature in black ink, appearing to read "Michael Meftah", written over a horizontal line.

Michael Meftah, MD Trustee,
of the Michael Meftah MD
Amended and Restated
Revocable Trust Agreement
Dated February 8, 1990,
General Partner

M-G Realty Co,
A Florida General
Partnership

A handwritten signature in black ink, appearing to read "Patricia M. Meftah", written over a horizontal line.

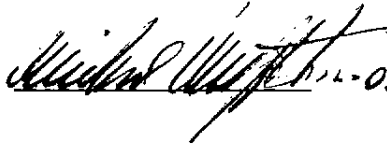
Patricia M. Meftah, Trustee,
of the Patricia M. Meftah
Amended and Restated
Revocable Trust Agreement
Dated February 8, 1990,
General Partner

Name of Entity:

Signature(s)

Typed or printed name of Indiv.

M-P Realty, L.L.C.
A Florida Limited
Liability Company

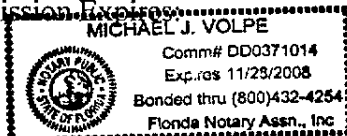


MICHAEL MEFTAH, MD.,
Managing Member with full power
and authority to bind the company

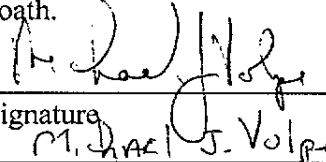
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 14th day December 2005, by MICHAEL MEFTAH, MD., as Trustee of the MICHAEL MEFTAH, MD., AMENDED AND RESTATED REVOCABLE TRUST AGREEMENT DATED FEBRUARY 8, 1990, General Partner of M-G REALTY CO., a Florida General Partnership, who is personally known to me ~~or who has produced~~ _____ (type of identification) as identification and who ~~did~~ (did not) take an oath. NOTE: If a type of identification is not inserted in the blank provided, then the person(s) executing this instrument was personally known to me. If the words in the parenthetical "did not" are not circled, then the person(s) executing this instrument did take an oath.

My Commission Expires:



Signature

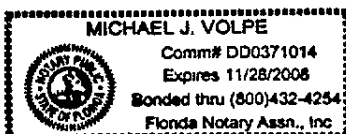


(Type or print name of Notary)

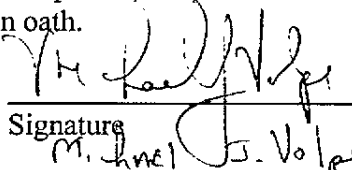
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 14th day December 2005, by PATRICIA M. MEFTAH, as Trustee of the PATRICIA M. MEFTAH AMENDED AND RESTATED REVOCABLE TRUST AGREEMENT DATED FEBRUARY 8, 1990, General Partner of M-G REALTY CO., a Florida General Partnership, who is personally known to me ~~or who has produced~~ _____ (type of identification) as identification and who ~~did~~ (did not) take an oath. NOTE: If a type of identification is not inserted in the blank provided, then the person(s) executing this instrument was personally known to me. If the words in the parenthetical "did not" are not circled, then the person(s) executing this instrument did take an oath.

My Commission Expires:



Signature

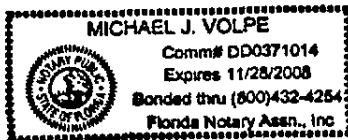


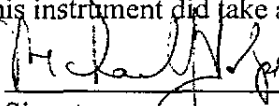
(Type or print name of Notary)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 14th day December 2005, by **MICHAEL MEFTAH M.D.**, as Managing Member of **M-P REALTY, L.L.C.**, a Florida Limited Liability Company, with full power and authority to bind the Company, who is personally known to me ~~or who has produced~~ _____ (type of identification) as identification and who ~~did~~ (did not) take an oath. NOTE: If a type of identification is not inserted in the blank provided, then the person(s) executing this instrument was personally known to me. If the words in the parenthetical "did not" are not circled, then the person(s) executing this instrument did take an oath.

My Commission Expires:





Signature

Michael J. Volpe

(Type or print name of Notary)

PLAN OF MERGER

of

M-G REALTY CO,
a Florida General Partnership

into

M-P REALTY, L.L.C.,
a Florida limited liability company

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381 and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows;

<u>Name</u>	<u>Jurisdiction</u>
M-G Realty Co. a Florida General Partnership	State of Florida
M-P Realty, L.L.C. a Florida limited liability company	State of Florida

SECOND: The exact name and jurisdiction of the surviving party is as follows:

<u>Name</u>	<u>Jurisdiction</u>
M-P Realty, L.L.C. a Florida limited liability company	State of Florida

THIRD: The terms and conditions of the merger are as follows:

- A. The term "effective date" shall mean January 1, 2006.
- B. On the effective date, **M-G REALTY CO, a Florida General Partnership**, (hereinafter "M-G Realty") shall be merged with and into **M-P REALTY, L.L.C. a Florida Limited Liability Company** (hereinafter "M-P Realty"). The separate

existence of M-G Realty shall cease at the effective date and the existence of M-P Realty shall continue unaffected and unimpaired by the merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the State of Florida.

- C. The Plan of Merger has been approved by the Members of both M-P Realty and Partners of M-G Realty in accordance with Section 607.1104, Florida Statutes.
- D. At the effective date, M-P Realty shall possess all the rights, privileges, immunities, and franchises of a public and private nature, of M-G Realty and shall be responsible and liable for all liabilities and obligations of M-G Realty as more particularly set forth in Section 607.1106, Florida Statutes.
- E. There are no minority or dissenting partners or members of M-G Realty or M-P Realty, respectively. All of the partners will become members of M-P Realty.
- F. If at any time M-P Realty shall consider it advisable that any other assignment or assurances are necessary or desirable to vest, effect, confirm, or record in M-P Realty the title of any property or rights of M-G Realty, or to otherwise carry out the provisions hereof, the proper partners of M-G Realty as of the effective date, shall execute and deliver any and all proper deeds, assignments, or assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in M-P Realty.
- G. M-P Realty shall pay all expenses of accomplishing the merger.
- H. Anytime before the filing with the Florida Department of State of the Articles of Merger to be filed in connection herewith, the Members of M-P Realty may amend this plan. If the Articles of Merger have already been filed, Amended Articles of Merger shall be filed with the Department of State, but only if such Amended Articles can be filed before the effective date.
- I. If for any reason consummation of the Merger is inadvisable in the opinion of the Members of M-P Realty, this Merger may be terminated at any time before the effective date by resolution of the Members of M-P Realty. Upon termination as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of M-P Realty or M-G Realty or their partners, directors, officers, members, or employees.

FOURTH:

- A. Each of the existing partners of M-G Realty will become members of M-P Realty.

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es)
of General Partner(s)

If General Partner is a Non-Individual
Florida Document/Registration No.

N/A

N/A

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(es) of the manager(s) are as follows:

MICHAEL MEFTAH, M.D., whose address is 3540 Gin Lane, Naples,
Florida 34102.

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

N/A

EIGHTH: Other provisions, if any, relating to the merger:

NONE