

L 11000110924

(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



000212223510

EFFECTIVE DATE
10-1-2011

09/29/11--01020--006 **60.00

FILED
11 SEP 29 PM 4:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

K. SALY
EXAMINER
OCT 3 2011

LAW OFFICES OF
LAWRENCE S. KLITZMAN, P.A.

1391 SAWGRASS CORPORATE PARKWAY
SUNRISE, FLORIDA 33323

LAWRENCE S. KLITZMAN
LL.M. TAXATION
ALSO ADMITTED IN NEW JERSEY

TELEPHONE 954-384-4421
FACSIMILE 954-389-3579
E-MAIL LSK@KLITZLAW.COM

September 28, 2011

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

Re: Agreement and Plan of Merger and Articles of Merger for A Law Office of Lauri J. Goldstein, P.A. and A Law Firm of Lauri J. Goldstein, P.L.

Gentleperson:

Enclosed please find for filing the Agreement and Plan of Merger and Article of Merger for the merging professional association of A Law Office of Lauri J. Goldstein, P.A. with the surviving professional limited liability company of A Law Firm of Lauri J. Goldstein, P.L.

I have also enclosed a check in the amount of \$60.00 for the filing fee.

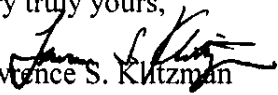
Also, please note that the Articles of Organization for A Law Firm of Lauri J. Goldstein, P.L. were filed electronically with your office on September 27, 2011 to have an effective date of October 1, 2011. Please do not file the enclosed documents until after these Articles of Organizations have become effective.

I am enclosing a stamp filed copy for you to return a stamped copy of the documents being filed.

Please contact me with any questions regarding these filings. The October 1 date is significant and therefore your attention to this filing is appreciated.

Thank you.

Very truly yours,


Lawrence S. Klitzman

LSK:lf

w/enclosures

w/check

EFFECTIVE DATE
10-1-2011

ARTICLES OF MERGER

FILED
11 SEP 29 PM 4:55

The following articles of merger are being submitted in accordance with the Florida Business Corporation Act and Florida Limited Liability Company Act, pursuant to Sections 607.1109 and 608.4382 Florida Statutes, respectively.

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
A Law Office of Lauri J. Goldstein, P.A., a Florida Professional Association 1330 South Federal Highway Stuart, Florida 34994	Florida	Business (For Profit) Professional Association

Florida Document/Registration Number:	P95000024554
FEI#:	650581510

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

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
A Law Firm of Lauri J. Goldstein, P.L., a Florida Professional Limited Liability Company 1330 South Federal Highway Stuart, Florida 34994	Florida	Professional Limited Liability Company
Florida Document/Registration Number:	#L11000110924	
FEI#:	Pending	

THIRD: The attached plan of Merger meets the requirements of section(s) 607.1108, 607.1103 and 608.438, Florida Statutes, and was approved by a domestic corporation and limited liability company that is/are a party to the merger in accordance with Chapter(s) 607 and 608, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity which is a party 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

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.

NINTH: The attached Plan of Merger was approved by the sole Manager and Majority Member of the surviving corporation on October 1, 2011.

TENTH: The attached Plan of Merger was approved by the sole Director and Stockholder of the merging corporation on September 28, 2011.

ELEVENTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the Articles of Incorporation, Bylaws, Shareholders' Agreement, Articles of Organization or Operating Agreement of any Corporation that is a party to the merger.

TWELFTH: The merger shall become effective as of the date these Articles of Merger are filed with and approved by the Secretary of State of Florida OR on the following specified date: October 1, 2011

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

FOURTEENTH: The surviving corporation hereby agrees that it may be sued for any prior obligation of the merged corporation, and any obligations hereafter incurred by the surviving

corporation.

FIFTEENTH: SIGNATURE(S) FOR EACH PARTY:

Name of Entity

Signature(s)

Typed or Printed Name of
Individual

**A Law Office of Lauri J.
Goldstein, P.A.,**
a Florida Professional
Association

By: _____

Lauri J. Goldstein,
President

**A Law Firm of Lauri J.
Goldstein, P.L.,**
a Florida Professional
Limited Liability Company

By: _____

Lauri J. Goldstein,
Managing Member

EFFECTIVE DATE
10-1-2011

AGREEMENT AND PLAN OF MERGER
by and between
A LAW OFFICE OF LAURI J. GOLDSTEIN, P.A.,
a Florida professional association
and
A LAW FIRM OF LAURI J. GOLDSTEIN, P.L.,
a Florida professional limited liability company

FILED
11 SEP 29 PM 4:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER, dated as of October 1, 2011, between **A Law Office of Lauri J. Goldstein, P.A., a Florida professional association** and **A Law Firm of Lauri J. Goldstein, P.L., a Florida professional limited liability company**, such corporations being sometimes referred to herein together as the "Corporations"

WITNESSETH

WHEREAS A Law Firm of Lauri J. Goldstein, P.L., a Florida professional limited liability company ("LGPL") was organized under the laws of the State of Florida on October 1, 2011, and consists of 1000 membership units (the "LGPL Units");

WHEREAS, A Law Office of Lauri J. Goldstein, P.A., a Florida professional association ("LJG") was formed under the laws of the State of Florida on April, 11, 1995, and the authorized capital stock of LJG consists of 1000 shares, of which 1000 shares are currently outstanding (the "LJG Shares");

WHEREAS, there are currently 1000 LGPL Units, of which all are owned by Lauri J. Goldstein;

WHEREAS, there are currently 1000 LJG Shares, all of which are owned by Lauri J. Goldstein;

WHEREAS, the sole Member and Manager of LGPL and the sole Shareholder and Officer of LJG have determined that it is in the best interests of each of the Corporations and their respective members and shareholders that LJG merge with and into LGPL (the "Merger"), pursuant to provisions of the Florida Business Corporation Act, the Florida Limited Liability Company Act, and specifically sections 607.1101 and 608.438, Florida Statutes, thereof, with LGPL to be the surviving corporation of the Merger and to continue existence under the Florida Limited Liability Company Act;

WHEREAS, for U.S. federal income tax purposes, it is intended that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the respective Boards of Directors, Shareholders, Managers and Members of the Corporations, by resolutions duly adopted, have approved this Agreement, and have directed that it be submitted to the respective shareholders and members of the Corporations for

approval and adoption;

NOW THEREFORE, in consideration of the premises and of the mutual agreement set forth herein, the Corporations hereby agree as follows:

ARTICLE ONE MERGER

1.1 On the Effective Date (as defined in Section 1.6), and in accordance with the provisions of the Florida Business Corporations Act ("FBCA") and the Florida Limited Liability Company Act ("FLLA"), LJG shall be merged with and into LGPL which shall be the surviving corporation (the "Surviving Corporation") of the Merger. The Name of the Surviving Corporation is, and on and after the Effective Date shall continue to be, A Law Firm of Lauri J. Goldstein, P.L., a Florida Professional Limited Liability Company. The exact name and jurisdiction of the merging party is A Law Office of Lauri J. Goldstein, P.A., a Florida professional association. The exact name and jurisdiction of the surviving party is A Law Firm of Lauri J. Goldstein, P.L., a Florida professional limited liability company.

1.2 On the Effective Date, the separate existence of LJG shall cease, and LGPL shall be a single corporation and the Surviving Corporation shall possess all the rights, privileges, powers and franchises, as disabilities and duties of each of the Corporations; and all and singular; the rights, privileges, powers and franchises of each of the Corporations, and all property, real, personal and mixed, including but not limited to all rights of LJG as tenant under and pursuant to a certain lease of real property located in Martin County, Florida with a street address of 1330 South Federal Highway, Stuart, Florida 34994 from SMS Realty Associates, LLC, a Florida limited liability company, as landlord; and all debts due to either of the Corporations on whatever account, as well as for stock subscriptions as all other things in action or belonging to or due to each of the Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of LJG, and title to any property or interest therein, vested by deed or otherwise in LJG, shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and any liens upon the property of either of the Corporations shall be preserved unimpaired as though all debts, liabilities and duties had been incurred or contracted by the Surviving Corporation; further, any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Corporations shall be prosecuted as if the Merger has taken place, or the Surviving Corporation may be Substituted in such action or proceeding in place of either of the Corporations.

1.3 From time to time after the Effective Date, the last acting officers, directors or shareholders of LJG or the corresponding managers of the Surviving Corporation May, in the name of LGPL, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in, or perfect or confirm to, the Surviving Corporation and its successors and assigns, title to, and possession of, all of the property, rights, privileges, powers and franchises referred to in Section 1.2 and otherwise to

carry out the intent and purposes of the Agreement.

1.4 All corporate acts, plans, policies, approvals and authorizations of its shareholders, Board of Directors, Committees elected or appointed by its Board of Directors, officers and agents, which are valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the Surviving Corporation as they were with respect to LJG. The employees of LJG, if any, shall become the employees of the Surviving Corporation and shall continue to be entitled to the same rights and benefits which they enjoyed as employees of LJG.

1.5 On and after the Effective Date, (a) the Articles of Incorporation and By-Laws of LJG, as in effect on the date hereof, shall cease to exist and the Articles of Organization and Operating Agreement of the Surviving Corporation shall be effective, unless and until they are thereafter duly altered, amended or repealed, as provided therein or by law, and (b) the persons serving as directors and officers of LJG immediately prior to the Effective Date shall be the manager and officers, respectively, of the Surviving Corporation until their respective successors shall have been elected and shall have been duly qualified or until their earlier death, resignation or removal.

1.6 If this Agreement is approved and adopted by the shareholders of LJG and the members of LGPL and this Agreement is not abandoned or terminated as permitted by Article Five, this Agreement shall be certified, filed with the Secretary of State of Florida and recorded in accordance with the FBCA and FLLA. The Merger shall become effective on the date on which the last of such filings is made, which date is referred to herein as the "Effective Date" or on October 15, 2011, if later.

ARTICLE TWO COVENANT OF THE SURVIVING CORPORATION TO COMPLY WITH CERTAIN PROVISIONS OF FLORIDA LAW

The Surviving Corporation shall, after the Merger is effective, comply with the provisions of the FBCA and FLLA as required. under law to give effect to the Merger intended to be consummated hereunder . The name and address of the manager of the surviving Corporation is Lauri J. Goldstein 1330 South Federal Highway, Stuart, Florida 34994.

ARTICLE THREE CONVERSION OF SHARES INTO MEMBERSHIP UNITS

The manner and basis of converting the shares of LJG Stock into LGPL Units shall be as follows:

3.1 On the Effective Date, each of the 1000 shares of LJG Stock owned by the Shareholders of LJG immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of any party, be cancelled and retired and all rights in respect

thereof shall cease.

3.2 On the Effective Date, each share of LJJ Stock issued and outstanding shall thereupon effectively be converted into and exchanged for one LGPL Unit.

3.3 On and after the Effective Date, each holder of a certificate evidencing issued and outstanding shares of LJJ Stock must surrender such certificate to LJJ and, upon such surrender, such holder shall be entitled to receive a certificate evidencing the same number of membership units in LGPL as the number of shares of LJJ formerly evidenced by the certificate surrendered. Until so surrendered, each certificate which evidences shares of LJJ Stock on the Effective Date shall be deemed for all purposes to evidence the ownership of LGPL Units into which such shares were converted by virtue of the Merger. No service charge, brokerage commission or stock transfer tax shall be payable by any holder of shares of LJJ in connection with the issuance of certificates evidencing membership units in LGPL, except that, if any such certificate is to be issued in a name other than that in which the certificate surrendered for exchange is registered, it shall be a condition of such issuance that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such issuance shall pay any transfer or other taxes required by reason of the issuance of the LGPL Units in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of LGPL or its transfer agent that such tax has been paid or is not applicable. Third parties shall have the right to rely upon the membership records of LGPL as to the ownership of LGPL Units on the Effective Date.

3.4 LJJ shall not record on its books any transfer of certificates representing issued and outstanding shares of LJJ Stock on or after the Effective Date.

3.5 There are no outstanding rights to acquire interests, shares, obligations or other securities of the merged entity; LJJ.

ARTICLE FOUR CONDITIONS

The Consummation of the Merger is subject to satisfaction prior to the Effective Date of the following conditions:

4.1 At least a majority of the outstanding shares of LJJ Stock entitled to vote shall have been voted in favor of this Agreement and the transactions contemplated hereby, and at least a majority shall have approved this Agreement and the transactions contemplated hereby.

4.2 At least a majority of the outstanding LGPL Units entitled to vote shall have been voted in favor of this Agreement and the transactions contemplated hereby, and at least a majority shall have approved this Agreement and the transactions contemplated hereby.

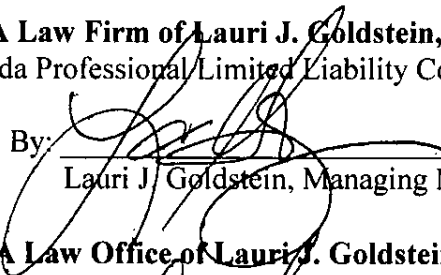
4.3 No governmental authority or other third party shall have instituted or threatened any action or proceeding against LJJ or LGPL to enjoin, hinder or delay, or to obtain damages or

other relief in connection with the transactions contemplated by this Agreement and no action shall have been taken by any court or government authority rendering LJJ or LGPL unable to consummate the transactions contemplated by the Agreement.

ARTICLE FIVE AMENDMENT AND WAIVER

Prior to the Effective Date, whether before or after approval of this Agreement by the shareholders of LJJ or by the members of LGPL, this Agreement may be amended or modified in any manner, as may be determined in the judgment of the respective Boards of Directors or Managers of the Corporations to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the Merger in accordance with the purpose and intent of this Agreement. Any failure of either of the Corporations to comply with any of the agreements set forth herein may be expressly waived in writing by the other Corporation. This Agreement and Plan of Merger shall supercede all previously filed versions.

A Law Firm of Lauri J. Goldstein, P.L.,
a Florida Professional Limited Liability Company

By: 
Lauri J. Goldstein, Managing Member

A Law Office of Lauri J. Goldstein, P.A.,
a Florida Professional Association

By: 
Lauri J. Goldstein President