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MERGER OR SHARE EXCHANGE
MIDBROOK 1ST REALTY CORP.

Certificate of Status	0
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9/16/11

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Midbrook 1st Realty Corp.
Name of Surviving Party

Please return all correspondence concerning this matter to:

Jonathan M. Wainwright
Contact Person

Cadwalader, Wickersham & Taft LLP
Firm/Company

One World Financial Center
Address

New York, NY 10281
City, State and Zip Code

jonathan.wainwright@cwtt.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jonathan Wainwright at (212) 504-6122
Name of Contact Person Area Code and Daytime Telephone Number

Certified Copy (optional) \$8.75

STREET ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Midbrook 1st Realty, Inc.	Texas	Profit Corporation
Midbrook 1st Realty Corp.	Florida	Profit Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Midbrook 1st Realty Corp.	Florida	Profit Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Midnight (EDT time) on September 16, 2011


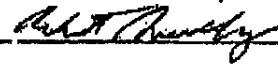
SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Midbrook 1st Realty Corp.		R. E. Asselbergs, President
Midbrook 1st Realty, Inc.		R. E. Asselbergs, President
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Midbrook 1st Realty Corp.	Florida	Profit Corporation
Midbrook 1st Realty, Inc.	Texas	Profit Corporation
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Midbrook 1st Realty Corp.	Florida	Profit Corporation

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

See attached

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

OF

MIDBROOK 1ST REALTY, INC.

AND

MIDBROOK 1ST REALTY CORP.

AGREEMENT AND PLAN OF MERGER dated as of September 8, 2011 by and between Midbrook 1st Realty, Inc., a Texas corporation (the "Terminating Corporation"), and Midbrook 1st Realty Corp., a Florida corporation (the "Surviving Corporation").

WHEREAS, the Terminating Corporation and the Surviving Corporation and the respective Boards of Directors thereof deem it advisable and in the best interests of each corporation and its respective shareholders to merge the Terminating Corporation with and into the Surviving Corporation (the "Merger"), effective at midnight, Eastern Daylight Time, on September ____, 2011 (the "Effective Date"), pursuant to the provisions of the Business Organizations Code of the State of Texas (the "Texas Code") and the Florida Business Corporation Act (the "Florida Act"); and

WHEREAS, it is intended that, for U.S. federal income tax purposes, the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code, and that this Agreement be adopted as a plan of reorganization within the meaning of such Section.

NOW, THEREFORE, in consideration of the premises and the mutual agreement of the parties hereto, the Terminating Corporation and the Surviving Corporation hereby agree that:

1. The Terminating Corporation shall, pursuant to the provisions of the Texas Code and the Florida Act be merged with and into the Surviving Corporation, which shall be the surviving entity from and after the Effective Date and shall continue to exist under its present name and certificate of incorporation. The separate existence of the Terminating Corporation shall cease as of the Effective Date in accordance with the provisions of the Texas Code and the Florida Act. The Surviving Corporation shall be governed by the laws of the State of Florida, which is its state of incorporation.

2. As of the Effective Date, the total number of issued and outstanding shares of common stock of the Terminating Corporation (the "Terminating Common Stock") shall be converted and become 720 shares of common stock of the Surviving Corporation (the "Surviving Common Stock"). The value of each share of the Terminating Common Stock has been determined and is based upon the most recent financial statements of the Terminating Corporation. The value of each share of the Surviving Common Stock has been determined and

is based upon the fair market value of the Surviving Corporation's assets and liabilities determined as of the date hereof. The Terminating Common Stock issued prior to the Effective Date shall be cancelled.

3. In the event that this Agreement and Plan of Merger shall have been approved by the shareholders entitled to vote of the Terminating Corporation and of the Surviving Corporation in the manner prescribed by the provisions of the Texas Code and Florida Act, and in the event that the Merger of the Terminating Corporation with and into the Surviving Corporation shall have been duly authorized in compliance with the Texas Code and Florida Act, the Terminating Corporation and the Surviving Corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Texas and Florida, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger provided for herein.

4. On the Effective Date, the Surviving Corporation shall be the legal successor to all of the rights, obligations and duties of the Terminating Corporation.

5. The Board of Directors and the proper officers of the Terminating Corporation and of the Surviving Corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the Merger herein provided for.

6. Notwithstanding the full adoption of this Agreement and Plan of Merger, this Agreement and Plan of Merger may be terminated at any time prior to the filing hereof with the Secretary of State of the State of Texas or the Secretary of State of the State of Florida upon the written consent of either party hereto.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto hereby execute and attest to this Agreement and Plan of Merger as of the date first above written.

MIDBROOK 1ST REALTY, INC.

By: Robert A. Robbins
Name: Robert A. Robbins
Title: Pres. and

MIDBROOK 1ST REALTY CORP.

By: Robert A. Robbins
Name: Robert A. Robbins
Title: Pres. and
