

614650

(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



000017919120

05/06/03--01023--001 **105.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2003 MAY -6 PM 4:43

Merger
05/14/03
DC

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Brickell Townhouse, Inc.
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Mr. Laurans A. Mendelson
(Name of person)

Brickell Townhouse, Inc.
(Name of firm/company)

825 Brickell Bay Drive, Suite 1643
(Address)

Miami, Florida 33131
(City/state and zip code)

For further information concerning this matter, please call:

Judith Vetter at (305) 374-1744
(Name of person) (Area code & daytime telephone number)

☐ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

(Profit Corporations)

First: The name and jurisdiction of the surviving corporation:

Second: The name and jurisdiction of each merging corporation:

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2003 MAY -5 PM 4:43

(Attach additional sheets if necessary)

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

Laurans A. Mendelson, President

Laurans A. Mendelson, President

Laurans A. Mendelson, President

[illegible]

Downloaded from ascelibrary.org by University of California, San Diego on 06/01/14. Copyright ASCE, For All Rights Reserved, No part of this document may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage or retrieval system, without permission in writing from ASCE.

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Brickell Townhouse, Inc.</u>	<u>Florida</u>

The name and jurisdiction of each **subsidiary** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Intal Corp.</u>	<u>Florida</u>
<u>The Terraces Apartments, Inc.</u>	<u>Florida</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

See attached Merger Agreement.

(Attach additional sheets if necessary)

**AGREEMENT OF MERGER BETWEEN INTAL CORP., THE TERRACES
APARTMENTS, INC. AND BRICKELL TOWNHOUSE, INC.**

THIS AGREEMENT OF MERGER, (this "Agreement") dated as of February 28, 2003, is entered into between Intal Corp., The Terraces Apartments, Inc. (the "Merging Corporations"), Florida corporations, and Brickell Townhouse, Inc. (the "Surviving Corporation"), a Florida corporation, in Miami-Dade County, Florida.

WITNESSETH

WHEREAS, the parties hereto desire that the Merging Corporations and Surviving Corporation shall merge upon the terms and conditions herein set forth and in accordance with the laws of the State of Florida;

WHEREAS, the parties hereto intend that this Agreement shall constitute a plan of merger pursuant to Section 607.1101 of the Florida Business Corporation Act (the "FBCA").

NOW, THEREFORE, the parties agree as follows:

1. **Merger of Merging Corporations into Surviving Corporation.** On February 28, 2003, Merging Corporations shall be merged with and into Surviving Corporation (the "Merger") in accordance with Section 607.1101 of the FBCA, and the separate existence of the Merging Corporations shall thereupon cease and Surviving Corporation shall be the surviving corporation. The corporate existence of the Surviving Corporation, with all its rights, privileges, powers and franchises and subject to all its debts, liabilities and duties (except to the extent otherwise provided herein), shall continue unaffected and unimpaired by the Merger, and Surviving Corporation shall thereupon without further action, succeed to and be vested with all rights, privileges, powers and franchises and all property (real, personal and mixed) of Merging Corporations and shall be subject to all debts, liabilities and duties of Merging Corporations all in accordance with the FBCA.
2. **By-Laws.** The By-Laws of the Surviving Corporation, as amended and in effect immediately prior to the Merger, shall continue in full force and effect as the By-Laws of Surviving Corporation until amended or repealed as provided therein or by law.
3. **Directors.** At the time of Merger, each director of Surviving Corporation immediately prior thereto shall continue to hold such office following the Merger and shall thereafter hold such office for the remainder of his term and until his successor has been elected and qualified, or as otherwise provided in the Articles of Incorporation or the By-Laws of the Surviving Corporation or by law.
4. **Officers.** Upon the Merger, each officer of the Surviving Corporation immediately prior thereto shall continue to hold such office and shall thereafter hold such

office for the remainder of his or her term of office and until his or her successor is elected, appointed or qualified or as otherwise provided in the Articles of Incorporation or the By-Laws of the Surviving Corporation or by law.

5. **Conversion.** At the time of Merger, the stock transfer books for the shares of Merging Corporations common stock will be converted to Surviving Corporation common stock, \$1.00 par value, and shall be deemed closed, no transfer of such shares thereafter be made or consummated.

6. **Valid Issue.** No additional shares of Surviving Corporation common stock are required to be issued and delivered pursuant to this Agreement, since the Surviving Corporation is the sole shareholder of each of the Merging Corporations.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Merging Corporation and Surviving Corporation, pursuant to the approval and authority duly given by resolutions adopted by its respective shareholders, has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

Brickell Townhouse, Inc.

BY: 

Laurans A. Mendelson
President

Intal Corp.

BY: 

Laurans A. Mendelson
President

The Terraces Apartments, Inc.

BY: 

Laurans A. Mendelson
President

**UNANIMOUS WRITTEN CONSENT TO ACTION BY THE SHAREHOLDERS OF
THE TERRACES APARTMENTS, INC. IN LIEU OF A MEETING**

The undersigned shareholders of The Terraces Apartments, Inc. (the "Company"), hereby consent to the following actions in lieu of a meeting, pursuant to Florida Statutes.

WHEREAS, the undersigned shareholders of the Company desire that the Company shall merge with Brickell Townhouse Inc. and that Brickell Townhouse, Inc. shall be the surviving corporation.

NOW THEREFORE, the shareholders of the Company adopt the following resolution:

RESOLVED, the undersigned shareholders hereby approve the Agreement and Plan of Merger attached as Exhibit A hereto (the "Agreement"); and be it further

RESOLVED, that the President of the Company and each officer of the Company, is, and each hereby are, authorized to take any and all action which they deem appropriate, required, necessary or advisable to complete the Merger as described in the Agreement, including, but not limited to, executing the Agreement, making any filings with any agency and issuance of certificates representing share interests.

IN WITNESS WHEREOF, the undersigned shareholders of the Company have executed this unanimous written consent as of this 28th day of February, 2003.

Brickell Townhouse, Inc.
Sole Shareholder

BY: 

Laurans A. Mendelson
President

**UNANIMOUS WRITTEN CONSENT TO ACTION BY THE SHAREHOLDERS OF
INTAL CORP. IN LIEU OF A MEETING**

The undersigned shareholders of Intal Corp. (the "Company"), hereby consent to the following actions in lieu of a meeting, pursuant to Florida Statutes.

WHEREAS, the undersigned shareholders of the Company desire that the Company shall merge with Brickell Townhouse Inc. and that Brickell Townhouse, Inc. shall be the surviving corporation.

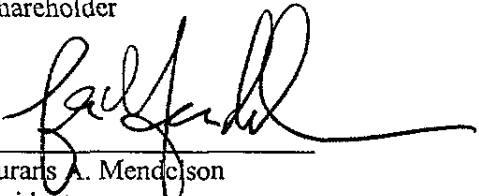
NOW THEREFORE, the shareholders of the Company adopt the following resolution:

RESOLVED, the undersigned shareholders hereby approve the Agreement and Plan of Merger attached as Exhibit A hereto (the "Agreement"); and be it further

RESOLVED, that the President of the Company and each officer of the Company, is, and each hereby are, authorized to take any and all action which they deem appropriate, required, necessary or advisable to complete the Merger as described in the Agreement, including, but not limited to, executing the Agreement, making any filings with any agency and issuance of certificates representing share interests.

IN WITNESS WHEREOF, the undersigned shareholders of the Company have executed this unanimous written consent as of this 28th day of February, 2003.

Brickell Townhouse, Inc.
Sole Shareholder

BY: 
Lauralis A. Mendelson
President