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(Requestor's Name)

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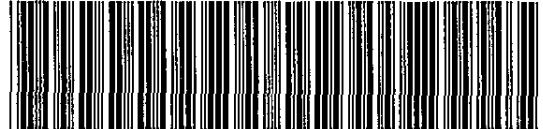
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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03 AUG -7 PM 2:53

SECTION 11, STATE
TALLAHASSEE, FLORIDA

8/5/07

BK

RECEIVED
03 AUG -7 AM 11:05
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ACCOUNTING COVER SHEET

ACCOUNT NUMBER: FCAC000000005

REFERENCE:
(Sub Account) _____

DATE: 6-7-03

REQUESTOR NAME: Lexis Document Services

ADDRESS: _____

TELEPHONE: (____) (____) ext. (____)

CONTACT NAME: _____

CORPORATION NAME: Lobell Family Limited Partnership

DOCUMENT NUMBER: _____
(if applicable)

AUTHORIZATION: Cynthia J. Woodyard

☐ CERTIFIED COPY (1-9)
☐ CERTIFICATE OF STATUS (1-9)
☒ PLAIN STAMPED COPY

<input type="checkbox"/> Call When Ready	<input type="checkbox"/> Call if Problem	<input type="checkbox"/> After 4:00
<input checked="" type="checkbox"/> Walk In	<input type="checkbox"/> Will Wait	<input type="checkbox"/> Pick Up
<input type="checkbox"/> Mail Out		

\$105.00

1798110-1

EFFECTIVE 6/15/03

FILED

03 JUN -7 PM 2:53

STATE OF FLORIDA
TALLAHASSEE

EFFECTIVE: 8/15/03
FILED
03 AUG -7 PM 2:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

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. LOBELL FAMILY LIMITED PARTNERSHIP 7100 Radice Court, #502 Lauderhill, FL 33319	Florida	Limited Partnership
Florida Document/Registration Number: A01000000614		FEI Number: 65-1099465
2. LOBELL FAMILY LIMITED PARTNERSHIP 29 Christopher Drive New City, NY 10956	New York	Limited Partnership
Florida Document/Registration Number: n/a		FEI Number: applied for
3. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____
4. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____

(Attach additional sheet(s) if necessary)

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

Name and Street Address

Entity Type

LOBELL FAMILY LIMITED PARTNERSHIP

Limited Partnership

29 Christopher Drive

Florida Document/Registration Number: n/a

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.

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.

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.

03 AUG -7 PM 2:53
FILED
TALLAHASSEE, FLORIDA
U.S. DISTRICT COURT
EFFECTIVE 8/15/00

OR

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

Name of Entity _____

Signature(s)

Typed or Printed Name of Individual

LOBELL FAMILY LIMITED
PARTNERSHIP

Sherry Lobe

Sherry Lobell, Trustee of
Sherry Lobell Revocable
Living Trust, General Partner

LOBELL FAMILY LIMITED
PARTNERSHIP

Henry Lebel

Sherry Lobell, Trustee of
Sherry Lobell Revocable
Living Trust, General Partner

(Attach additional sheet(s) if necessary)

PLAN OF MERGER

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>
LOBELL FAMILY LIMITED PARTNERSHIP	Florida
LOBELL FAMILY LIMITED PARTNERSHIP	New York

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

<u>Name</u>	<u>Jurisdiction</u>
LOBELL FAMILY LIMITED PARTNERSHIP	New York

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

See attachment

(Attach additional sheet(s) 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 other securities of the survivor, in whole or in part, into cash or other property are as follows:

See attachment

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

See attachment

(Attach additional sheet(s) if necessary)

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:

<u>Name(s) and Address(es) of General Partner(s)</u>	<u>If General Partner is a Non-Individual, Florida Document/Registration Number</u>
Sherry Lobell Revocable Living Trust	G01123900207

SIXTH: If a limited liability company is the surviving entity the name(s) and address(es) of the manager(s)managing members are as follows:

not applicable

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:

None

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

None

(Attach additional sheet(s) if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 30th day of July, 2003, by and between LOBELL FAMILY LIMITED PARTNERSHIP, a Florida limited partnership (hereinafter called "Florida LP"), and LOBELL FAMILY LIMITED PARTNERSHIP, a New York limited partnership (hereinafter called "New York LP", or "Surviving Limited Partnership"), which partnerships are hereafter sometimes referred to jointly as the "Constituent Limited Partnerships."

RECITALS:

A. All of the partners of Florida LP and New York LP have resolved that Florida LP be merged with and into New York LP, pursuant to the laws of the States of New York and Florida as a single limited partnership existing under the laws of the State of New York in a transaction qualifying as a continuation of a partnership within the meaning of Section 708 of the Internal Revenue Code;

B. The partnership interests of Florida LP are held as follows:

<u>Partner</u>	<u>Partnership Interest</u>
Sherry Lobell Revocable Living Trust	1% general partner's interest;
Sherry Lobell	99% limited partner's interest
Total:	100%

C. The partnership interests of New York LP are held as follows:

Partner	Partnership Interest
Sherry Lobell Revocable Living Trust	-1% general partner's interest;
Sherry Lobell	-99% limited partner's interest
Total:	-100%

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree as follows:

ARTICLE I

MERGER

In accordance with the provisions of the laws of the States of New York and Florida, Florida LP shall be, at the "Effective Date" (as such term is hereinafter defined), merged ("Merger") into New York LP, as a single limited partnership existing under the laws of the State of New York, with New York LP being the Surviving Limited Partnership, and the parties hereto adopt and agree to the agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect as provided herein.

ARTICLE II

PARTNERS' MEETINGS; FILINGS; EFFECTS OF MERGER

2.1 Florida LP Partners' Meeting. On or before the Effective Date, all of the partners, general and limited, of Florida LP shall

agree to the Merger, and execute a unanimous written consent of the Merger and of adoption of this Agreement.

2.2 New York LP Partners' Meeting. On or before the Effective Date, all of the partners, general and limited, of New York LP shall agree to the Merger, and execute a unanimous written consent of the Merger and of adoption of this Agreement.

2.3 Filing of Certificate of Merger. If (a) this Agreement is adopted by the partners of Florida LP and New York LP, and (b) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger and Articles of Merger shall be filed and recorded in accordance with the laws of the States of New York and Florida.

2.4 Effective Date. The Merger shall become effective as of August 15, 2003, which date is herein referred to as the "Effective Date."

2.6 Certain Effects of Merger. On the Effective Date, the separate existence of Florida LP shall cease, and Florida LP shall be merged into New York LP which, as the Surviving Limited Partnership, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Florida LP; and all the rights, privileges, powers, and franchises of Florida LP, and all property, real, personal, and mixed, and all debts due to Florida LP on whatever account, shall be vested in the Surviving Limited Partnership; and all property, rights, privileges, powers, and franchises, and all and every other

interest shall be thereafter as effectually the property of the Surviving Limited Partnership as they were of Florida LP, and the title to any real estate vested by deed or otherwise, under the laws of New York or any other jurisdiction, in Florida LP, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Florida LP shall be preserved unimpaired, and all debts, liabilities, and duties of Florida LP shall thenceforth attach to the Surviving Limited Partnership and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting general partner of Florida LP or the general partner of the Surviving Limited Partnership, may, in the name of Florida LP, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Limited Partnership may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Limited Partnership title to and possession of all Florida LP's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

ARTICLE III

NAME OF SURVIVING LIMITED PARTNERSHIP

The name of the Surviving Limited Partnership from and after the Effective Date shall be Lobell Family Limited Partnership.

ARTICLE IV

CERTIFICATE OF LIMITED PARTNERSHIP

The Certificate of Limited Partnership of New York LP as in effect on the date hereof shall, from and after the Effective Date be, and continue to be, the Certificate of Limited Partnership of the Surviving Limited Partnership until changed or amended as provided by law.

ARTICLE V

PARTNERSHIP AGREEMENT

The Partnership Agreement of New York LP as in effect on the date hereof shall, from and after the Effective Date be, and continue to be, the Partnership Agreement of the Surviving Limited Partnership until changed or amended as provided therein.

ARTICLE VI

STATUS AND CONVERSION OF PARTNERSHIP INTERESTS

The manner and basis of converting the partners' interests of Florida LP and New York LP shall be as follows:

Each partner who is a partner of a Constituent Limited Partnership will have a percentage interest in the Surviving Limited Partnership in an amount proportionate to the value of his, her or its partnership interest immediately prior to the Merger. Upon the filing of the Certificate of Merger with the New York Secretary of State and the Articles of Merger with the Florida Secretary of State, the Participating Percentages of the Surviving Limited Partnership will be owned as follows:

<u>Partner</u>	<u>Partnership Interest</u>
Sherry Lobell Revocable Living Trust	1% general partner's interest;
Sherry Lobell	99% limited partner's interest
Total:	100%

ARTICLE VII

MISCELLANEOUS

7.1 Termination. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement by the partners of Florida LP or the partners of New York LP, if the partners of Florida LP or of New York LP duly adopt a resolution abandoning this Agreement of Merger.

7.2 Counterparts. This Agreement may be executed in multiple counterparts, but each such counterpart shall be deemed to be an original instrument.

* * * * *