

LO1000010165

H. Steven Fabricant

Requestor's Name

Eizen, Fineburg & McCarthy LLP

Address

3021 New Road

City/State/Zip

Phone #

Linwood NJ 08221

MJH

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

1. LO1-10165 6/20  
(Corporation Name) (Document #)
2. \_\_\_\_\_ 000004437190--4  
(Corporation Name) (Doc #) -06/20/01--01070--006  
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	Domestication
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AMENDMENTS	
	Amendment
	Resignation of R.A., Officer/ Director
	Change of Registered Agent
	Dissolution/Withdrawal
	Merger

OTHER FILINGS	
	Annual Report
	Fictitious Name
	Name Reservation

REGISTRATION/ QUALIFICATION	
	Foreign
	Limited Partnership
	Reinstatement
	Trademark
	Other

FILED  
01 JUN 20 PM 4: 57  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

SMITH AND SMITH, A Non-Registered Florida General Partnership  
1619 BROADWAY PARTNERS, A Non-Registered Florida General Partnership

,

INTO

**1619 BROADWAY PARTNERS, LLC**, a Florida entity, L01000010165.

File date: June 20, 2001

Corporate Specialist: Michelle Hodges

## 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. <u>Smith and Smith</u> <u>1619 Broadway</u> <u>Riviera Beach, FL 33404-5627</u>	<u>Florida</u>	<u>General partnership</u>
Florida Document/Registration Number: _____	FEI Number: <u>59-1589806</u>	
2. <u>1619 Broadway Partners</u> <u>1619 Broadway</u> <u>Riviera Beach, FL 33404-5627</u>	<u>Florida</u>	<u>General partnership</u>
Florida Document/Registration Number: _____	FEI Number: <u>65-0136453</u>	
3. <u>1619 Broadway Partners, LLC</u> <u>1619 Broadway</u> <u>Riviera Beach, FL 33404-5627</u>	<u>Florida</u>	<u>Limited liability company</u>
Florida Document/Registration Number: <u>601000010165</u>	FEI Number: _____	
4. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____	FEI Number: _____	

(Attach additional sheet(s) if necessary)

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TALLAHASSEE, FLORIDA

**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>
1619 Broadway Partners, LLC	Florida	Limited liability
1619 BRoadway		company
Riviera Beach, FL 33404-5627		

Florida Document/Registration Number: 6010000101165      FEI Number: 59-1589806

**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.

**NINTH:** The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

**OR**

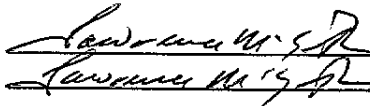
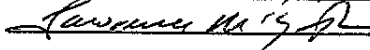
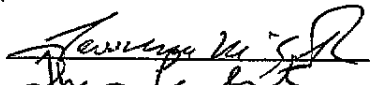

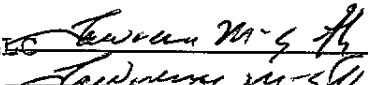


N/A

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

**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:**

**(Note: Please see instructions for required signatures.)**

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
<u>Smith and Smith</u>	 	<u>Lawrence M. Smith, Partner</u> <u>Lawrence M. Smith, Partner</u> <u>in 1619 Broadway Partners</u>
<u>1619 Broadway Partners</u>	 	<u>Lawrence M. Smith, Partner</u> <u>Thomas Lambert, Partner</u>
<u>1619 Broadway Partners, LLC</u>	  	<u>Lawrence M. Smith, Member</u> <u>Thomas Lambert, Member</u>

(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>
Smith and Smith 1619 Broadway Riviera Beach, FL 33404-5627	Florida
1619 Broadway Partners 1619 Broadway Riviera Beach, FL 33404-5627	Florida
1619 Broadway Partners, LLC 1619 Broadway Riviera Beach, FL 33404-5627	Florida

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

<u>Name</u>	<u>Jurisdiction</u>
1619 Broadway Partners, LLC 1619 Broadway Riviera Beach, FL 33404-5627	Florida

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

See Agreement of Merger attached to this Plan of Merger.

*(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 Agreement of Merger attached to this Plan of Merger.

- 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 Agreement of Merger attached to this Plan of Merger.

*(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:

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

If General Partner is a Non-Individual,  
Florida Document/Registration Number

**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:

Lawrence M. Smith, 1619 Broadway, Riviera Beach, FL 33404-5627

Thomas Lambert, 1619 Broadway, Riviera Beach, FL 33404-5627

**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:

*(Attach additional sheet(s) if necessary)*



## AGREEMENT OF MERGER

This Agreement of Merger, made effective this \_\_\_\_ day of May, 2001, is by and among Smith and Smith, a Florida general partnership ("Smith Partnership"), 1619 Broadway Partners, a Florida general partnership ("1619 Partnership" and, together with Smith Partnership, the "Partnerships") and 1619 Broadway Partners, LLC, a Florida limited liability company ("LLC"). In consideration of the mutual covenants herein, and intending to be legally bound hereby, the parties agree as follows:

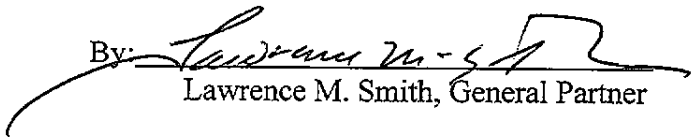
1. Smith Partnership and 1619 Partnership each shall be merged with and into the LLC, which shall continue as the LLC under the laws of the State of Florida. The terms and conditions of the merger, the mode of carrying the same into effect, the manner of converting the partnership interests of the Partnerships into member interests of the LLC and all other provisions deemed desirable in connection therewith are set forth in this Agreement of Merger.
2. The separate existence, registered office in Florida and the Articles of Organization of the surviving LLC shall be unaffected by the merger.
3. The members of the LLC shall continue to hold their interests as members of the LLC. If by reason of death or otherwise, the LLC is or may be dissolved in accordance with the Operating Agreement, it shall continue in existence until after the merger becomes effective in accordance with the Operating Agreement of the LLC.
4. The merger shall not affect the issued or outstanding member interests of the LLC and the relative rights, powers and duties of the members shall be unaffected by the merger.
5. Each issued and outstanding general partnership interest of each of the Partnerships shall be converted to member interests of the LLC such that Lawrence M. Smith owns a 75% member interest in the LLC and Thomas Lambert owns a 25% member interest in the LLC.
6. The transfer books of the Smith Partnership and 1619 Partnership shall be deemed to be closed and no transfer of partnership interests of the Partnerships shall thereafter be made, effected or consummated.
7. Upon the merger: (a) the separate existence of both the Smith Partnership and the 1619 Partnership shall cease and the LLC shall possess all rights, privileges, powers and franchises of each of the Partnerships; (b) all the property, real, personal and mixed, and franchises of each of the Partnerships and all debts due on whatever account to them, including any subscriptions to any of its shares and all other choses in action belonging to them, shall be taken and deemed to be transferred to and vested in the LLC by operation of law and without further acts or deeds; (c) all such rights, privileges, powers and franchises, and all and every other interest of each of the Partnerships shall be thereafter as effectually the property of the LLC as they were of the respective Partnership; and (d) the title to and interest in any real estate vested

by deed, lease or otherwise in either of the Partnerships shall not revert or be impaired by the merger. Except as otherwise specifically provided in this Agreement of Merger, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of the LLC shall continue unaffected and unimpaired by the merger. The ground lease between the Smith Partnership and 1619 Partnership recorded in O.R. Book 6140, Page 808, as affected by Notice recorded in O.R. Book 6140, Page 856 and Subordination Agreement recorded in O.R. Book 8289, Page 1919, in the public records of Palm Beach County, Florida, shall be terminated as of the effective date of the merger.

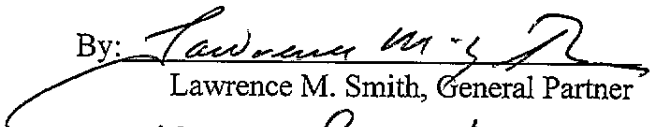
8. This Agreement of Merger may be filed with and as part of the Plan of Merger.
9. Any number of counterparts of this Agreement of Merger may be executed, each of which shall be deemed to be an original, but all of which taken together shall constitute but one instrument.
10. The effective date of the merger shall be the time at which the Articles of Merger are filed with the Florida Department of State.

IN WITNESS WHEREOF, the parties have caused this Agreement of Merger to be executed by their duly authorized partners and members.

**Smith and Smith,**  
a Florida general Partnership

By:   
Lawrence M. Smith, General Partner

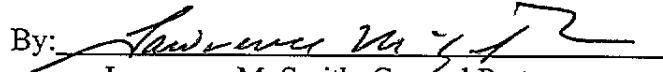
By: 1619 Broadway Partners,  
a Florida general partnership

By:   
Lawrence M. Smith, General Partner

By:   
Thomas Lambert, General Partner

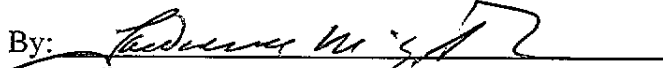
**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**


**1619 Broadway Partners,**  
a Florida general partnership

By:   
Lawrence M. Smith, General Partner

By:   
Thomas Lambert, General Partner

**1619 Broadway Partners, LLC,**  
a Florida limited liability company

By:   
Lawrence M. Smith, Member

By:   
Thomas Lambert, Member