

L060000 67892

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

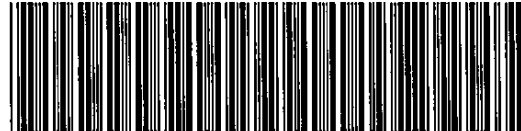
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

OK
per
GH. 7/10



200076918662

RECEIVED

06 JUL -7 PM 4:09

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

2006 JUL -7 PM 4:31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
7/10/06

8076A000044247



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032
REFERENCE : 229080 161599A
AUTHORIZATION : *Lyndee*
COST LIMIT : \$ 80.00

EFFECTIVE DATE
7/13/06

2006 JUL 7 7 PM 4:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

ORDER DATE : July 7, 2006
ORDER TIME : 11:24 AM
ORDER NO. : 229080-005
CUSTOMER NO: 161599A

ARTICLES OF MERGER

CENTRE GARDEN CITY, LLC

INTO

CENTRE GARDEN CITY, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Kathy Drake

EXAMINER'S INITIALS: _____

JUL 7 2006 9:50AM

No. 4647 P. 6/11

EFFECTIVE DATE

7/13/06

CERTIFICATE OF MERGER

2006 JUL - 7 PM 4:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Pursuant to Section 608.438 of the Florida Statutes, **CENTRE GARDEN CITY, LLC**, a New York limited liability company ("New York LLC"), proposes to merge into **CENTRE GARDEN CITY, LLC**, a Florida limited liability company ("Florida LLC"), and in connection therewith, the entities submit the following:

1. The surviving entity will be Florida LLC and the name of the surviving entity will be "Centre Garden City, LLC", a Florida limited liability company.
2. The Agreement of Merger and Plan of Merger and Reorganization (the "Plan") was entered into as of July 7, 2006 by and between New York LLC and Florida LLC, a copy of which is attached hereto as Exhibit "A."
3. The Plan was adopted and approved by unanimous consent of the members of New York LLC, in accordance with the applicable law of New York, on July 7, 2006.
4. The Plan was adopted and approved by unanimous consent of the members of Florida LLC, in accordance with the applicable law of Florida, on July 7, 2006.
5. The effective date of the merger shall be July ¹³~~10~~, 2006.

[Signature Page to Follow]

CENTRE GARDEN CITY, LLC, a Florida limited liability company

By: Carat Associates, LLC, a New York limited liability company, Managing Member

By: Arthur A. Anderman
Arthur Anderman, Its Manager

By: Ruth Roberts and Seymour Grabel
Ruth Roberts and Seymour Grabel, as Trustees of the Laurie Weiser 2006 Irrevocable Trust w/a/d June 28, 2006, Managing Member

By: Stanley Roberts
Stanley Roberts, as Trustee u/t/a dated July 10, 1989, between Seymour Grabel, as Grantor, and Stanley Roberts, as Trustee, Managing Member

CENTRE GARDEN CITY, LLC, a New York limited liability company

By: Carat Associates, LLC, a New York limited liability company, Managing Member

By: Arthur A. Anderman
Arthur Anderman, Its Manager

By: Ruth Roberts and Seymour Grabel
Ruth Roberts and Seymour Grabel, as Trustees of the Laurie Weiser 2006 Irrevocable Trust w/a/d June 28, 2006, Managing Member

By: Stanley Roberts
Stanley Roberts, as Trustee u/t/a dated July 10, 1989, between Seymour Grabel, as Grantor, and Stanley Roberts, as Trustee, Managing Member

Exhibit "A"

**AGREEMENT OF MERGER AND
PLAN OF MERGER AND REORGANIZATION**

THIS AGREEMENT OF MERGER AND PLAN OF MERGER AND REORGANIZATION entered into as of the 7th day of July, 2006, by and between **CENTRE GARDEN CITY, LLC**, a New York limited liability company ("New York LLC"), and **CENTRE GARDEN CITY, LLC**, a Florida limited liability company ("Florida LLC").

WITNESSETH:

WHEREAS, the members of New York LLC and the members of Florida LLC have resolved that New York LLC be merged, pursuant to Section 1001 of the Limited Liability Company Law and Section 608.438 of the Florida Limited Liability Company Act, into a single limited liability company existing under the laws of the State of Florida, to wit, Florida LLC, which shall be the surviving entity (such entity in its capacity as such surviving entity being sometimes referred to herein as the "Surviving Entity");

WHEREAS, New York LLC and Florida LLC are owned by the same owners in the same percentages; and

WHEREAS, the members of New York LLC and the members of Florida LLC have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein made, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. **MERGER.** New York LLC shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single limited liability company existing under the laws of the State of Florida, to wit, Florida LLC, which shall be the Surviving Entity, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

2. **FILINGS; EFFECTS OF MERGER.**

2.1 **Filing of Articles of Merger; Effective Date.** A Certificate of Merger shall be filed and recorded with the State of Florida and the State of New York. The Merger shall become effective on July 10, 2006, which date is herein referred to as the "Effective Date."

2.2 **Certain Effects of Merger.** On the Effective Date, the separate existence of New York LLC shall cease, and New York LLC shall be merged into Florida LLC which, as the Surviving Entity, 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, duties and liabilities of New York LLC; and all and singular, the rights, privileges, powers, and franchises of New York LLC, and all property, real, personal, and mixed, and all debts due to New York LLC on whatever account, as well as stock subscriptions, liens and all other things in action or belonging to New York LLC, shall be vested in the Surviving Entity; and all property, rights, privileges, powers, and franchises, and all

and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of New York LLC, and the title to any real estate vested by deed or otherwise, under the laws of New York, Florida or any other jurisdiction, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of New York LLC shall be preserved, unimpaired, and all debts, liabilities, and duties of New York LLC shall thenceforth attach to the Surviving Entity 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 members of New York LLC or the corresponding members of Florida LLC, may, in the name of New York LLC 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 Entity may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Entity title to and possession of all New York LLC's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

3. NAME OF SURVIVING ENTITY: ORGANIZATIONAL DOCUMENTS.

3.1 Name of Surviving Entity. The name of the Surviving Entity from and after the Effective Date shall be "Centre Garden City, LLC".

3.2 Articles of Organization. The Articles of Organization of Florida LLC as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Organization of the Surviving Entity until changed or amended as provided by law.

3.3 Operating Agreement. The Operating Agreement of Florida LLC, as in effect immediately before the Effective Date, shall from and after the Effective Date be used as the Operating Agreement for the Surviving Entity until amended as provided therein.

4. STATUS AND CONVERSION OF INTERESTS. The manner and basis of converting the membership interests of New York LLC and the nature and amount of membership interests of Florida LLC which the holders of membership interests of New York LLC are to receive in exchange for such membership interests are as follows:

4.1 New York LLC Membership Interests. Each one percent of New York LLC membership interest owned before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into a one percent membership interest of Florida LLC.

5. ABANDONMENT OF MERGER. At any time before the Effective Date of the Merger (whether it is before or after filing the Certificates of Merger), this Agreement of Merger and Plan of Merger and Reorganization may be terminated and the Merger abandoned by the members of New York LLC or the members of Florida LLC.

6. EXECUTION OF AGREEMENT. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger and Plan of Merger and Reorganization, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

CENTRE GARDEN CITY, LLC, a New York
limited liability company

By: Carat Associates, LLC, a New York
limited liability company, Managing
Member

By: Arthur Anderman
Arthur Anderman, Its Manager

By: Ruth Roberts and Seymour Grabel
Ruth Roberts and Seymour Grabel, as Trustees
of the Laurie Weiser 2006 Irrevocable Trust
u/a/d June 28, 2006, Managing Member

By: Stanley Roberts
Stanley Roberts, as Trustee u/t/a dated
July 10, 1989, between Seymour Grabel,
as Grantor, and Stanley Roberts, as Trustee,
Managing Member

CENTRE GARDEN CITY, LLC, a Florida limited liability
company

By: Carat Associates, LLC, a New York
limited liability company, Managing
Member

By: Arthur Anderman
Arthur Anderman, Its Manager

By: Ruth Roberts

Seymour Grabel
Ruth Roberts and Seymour Grabel, as Trustees
of the Laurie Weiser 2006 Irrevocable Trust
u/a/d June 28, 2006, Managing Member

By: Stanley Roberts

Stanley Roberts, as Trustee u/t/a dated
July 10, 1989, between Seymour Grabel,
as Grantor, and Stanley Roberts, as Trustee,
Managing Member

0:\CLIENTS\G-7\Grabel, By A Lorie\Cap Docs\Conte Garden\Plan Mgr\DOC