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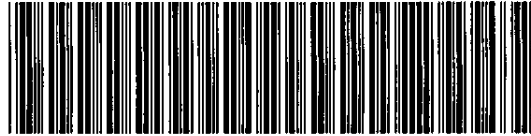
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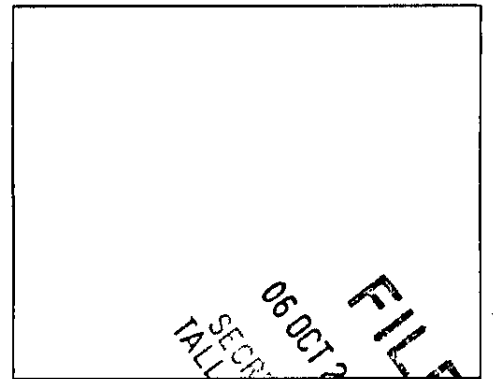
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TALLAHASSEE, FL 32301
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WALK-IN

ENTITY NAME:

1. MB, LLC

CK# 2222

AMOUNT \$107.50

PLEASE FILE THE ATTACHED MERGER & RETURN THE FOLLOWING:

XXX CERTIFIED COPY

___ STAMPED COPY

___ CERTIFICATE OF STATUS

Examiner's Initials

**CERTIFICATE OF MERGER
OF
MYRTLE BEACH ASSOCIATES LIMITED PARTNERSHIP
(a New York limited partnership)
WITH AND INTO
MB, LLC
(a Florida limited liability company)
Under Sections 121-1103 and 121-1106
of the New York Revised Limited Partnership Act and
Section 608.4382 of the Florida Limited Liability Company Act**

FILED
06 OCT 27 PM 1:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLE I
State of Organization; Surviving Entity**

The name and state of organization of each of the constituent entities of the merger are as follows:

The certificate of limited partnership of Myrtle Beach Associates Limited Partnership was originally filed with the New York Department of State on March 4, 1996.

The articles of organization of the surviving entity, MB, LLC, a Florida limited liability company, were originally filed with the Florida Department of State on October 12, 2006. MB, LLC has not filed an application for authority to transact business in the State of New York with the New York Department of State and shall not do business in the State of New York until it has filed an application for authority to transact business in the State of New York with the New York Department of State.

**ARTICLE II
Agreement to Service of Process**

The surviving entity, MB, LLC, hereby agrees to be served with process in the State of New York in any action or special proceeding for the enforcement of any liability or obligation of Myrtle Beach Associates Limited Partnership, which was previously amenable to suit in the State of New York, and for the enforcement of the right of partners of Myrtle Beach Associates Limited Partnership to receive payment for their interest against MB, LLC.

ARTICLE III
Approval of the Plan and Agreement of Merger

The Plan and Agreement of Merger is attached hereto and has been approved and executed by each of the constituent entities to the merger:

The sole general partner and all of the limited partners of Myrtle Beach Associates Limited Partnership have approved and adopted the Plan and Agreement of Merger in accordance with Section 121-1106 of the New York Revised Limited Partnership Act.

The manager of MB, LLC is also a member of MB, LLC. The sole manager and member of MB, LLC has approved and adopted the Plan and Agreement of Merger in accordance with Section 608.439 of the Florida Limited Liability Company Act.

ARTICLE IV
Effective Time

This Certificate of Merger shall become effective as of October 27, 2006.

[Signatures on Next Page]

Each of the constituent organizations has caused this Certificate of Merger to be duly executed on its behalf by its authorized representatives, as of the date first above written.

MYRTLE BEACH ASSOCIATE LIMITED PARTNERSHIP,
a New York limited partnership

By: Gibraltar Properties, Inc.,
a Delaware corporation
its General Partner

By: Wm. L. McKenna, Sr.
Name: William L. McKenna, Sr.
Title: President

MB, LLC,
a Florida limited liability company

By: Realty Financial Corporation,
a Delaware corporation
its Managing Member

By: Wm. L. McKenna, Jr.
Name: William L. McKenna, Sr.
Title: Vice President

Attachment: Plan and Agreement of Merger

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger is dated as of October 12, 2006 (the "*Agreement*"), by and between **Myrtle Beach Associates Limited Partnership**, a New York limited partnership (the "*Merging Entity*"), and **MB, LLC**, a Florida limited liability company (the "*Surviving Entity*"). The Merging Entity and the Surviving Entity are sometimes collectively referred to herein as the "*Constituent Organizations*."

The Merging Entity and the Surviving Entity desire to effect a merger (the "*Merger*") of the Merging Entity with and into the Surviving Entity as provided in this Agreement. The sole general partner and the sole limited partner of the Merging Entity have approved the Merger. The sole manager of the Surviving Entity is the sole member of the Surviving Entity. The sole managing member of the Surviving Entity has approved the Merger. This Agreement sets forth an agreement of merger pursuant to the provisions of the New York Revised Limited Partnership Act, Article 8-A, Title 39, New York Consolidated Laws ("*NYRLPA*") and a plan of merger pursuant to the provisions of the Florida Limited Liability Company Act ("*FLLCA*").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and conditions set forth herein, the parties hereto do hereby agree as follows:

SECTION 1. TERMS AND CONDITIONS OF MERGER AND MODE OF CARRYING MERGER INTO EFFECT.

(a) At the Effective Time (as defined in Section 5 of this Agreement) of the Merger, the Merging Entity shall merge into the Surviving Entity.

(b) Pursuant to the Merger, the articles of organization and operating agreement of the Surviving Entity in effect immediately prior to the Effective Time shall be the articles of organization and operating agreement, respectively, of the Surviving Entity until otherwise amended or repealed in accordance with applicable law.

(c) From and after the Effective Time, the manager of the Surviving Entity shall be Realty Financial Corporation, a Delaware corporation, with a business address of 12 Brunswick Road, Montclair, New Jersey 07042, which shall remain a manager until its successor or successors are duly elected or appointed and qualify in the manner provided in the articles of organization and operating agreement of the Surviving Entity, or as otherwise provided by law.

(d) The established offices and facilities of the Surviving Entity immediately prior to the Effective Time shall continue as the established offices and facilities of the Surviving Entity after the Effective Time. At and after the Effective Time, the existence of the partnership interests in the Merging Entity shall cease.

(e) All assets and property (including, without limitation, real, personal, and mixed, tangible and intangible, choses in action, rights and credits owned as of the Effective Time by each of the Constituent Organizations, or which would inure to the benefit of either of such

Constituent Organizations, shall immediately, by operation of law and without any conveyance, transfer or further action, become the assets and property of the Surviving Entity. The Surviving Entity shall be deemed to be a continuation of the entity of each of the Constituent Organizations, and shall succeed to the rights and obligations of each respective Constituent Organization, and to the duties and liabilities connected therewith.

(f) All rights of creditors and all liens upon the property of either of the Constituent Organizations shall be preserved unimpaired by the Merger, and all debts, liabilities, obligations and duties of either of the Constituent Organizations shall, at the Effective Time, become the responsibility and liability of the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities, obligations, and duties had been incurred or contracted by it. All acts, policies, arrangements, approvals, and authorizations of the Merging Entity, its partners, and agents, which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Entity and shall be as effective and binding thereon as the same were with respect to the Merging Entity.

(g) In addition to the foregoing effects set forth in subsections (e) and (f) of this Section 1, the Merger shall have the effects set forth in Section 121-1104 of the NYRLPA and Section 608.4383 of the FLLCA.

SECTION 2. CAPITALIZATION.

(a) As of the date of this Agreement, there is only one general partner and one (1) limited partner of the Merging Entity and there are no outstanding rights or agreements to purchase or otherwise acquire or issue any partnership interests in the Merging Entity, other than an agreement between the general partner and limited partner to assign the general partner's interest in the Merging Entity to the limited partner simultaneously with the Merger.

(b) As of the date of this Agreement, there is one (1) member of the Surviving Entity and there are no outstanding rights or agreements to purchase or otherwise acquire or issue any membership interests in the Surviving Entity.

SECTION 3. MANNER AND BASIS OF CONVERTING INTERESTS OF THE MERGING ENTITY INTO PARTNERSHIP INTERESTS OF THE SURVIVING ENTITY.

(a) The general partnership interest held by the general partner of the Merging Entity as of the Effective Time shall simultaneously be assigned to the limited partner, cease to exist, and automatically converted into a membership interest in the Surviving Entity. The general partner shall not have any membership interest in the Surviving Entity immediately after the Effective Time. The limited partnership interest held by the limited partner of the Merging Entity as of the Effective Time shall cease to exist and shall be automatically converted into a membership interest in the Surviving Entity, which membership interest shall not increase the total percentage ownership interest in the Surviving Entity held by the limited partner immediately prior to the Effective Time.

(b) At the Effective Time, the membership interests in the Surviving Entity that are issued and outstanding immediately prior to the Effective Time shall remain outstanding.

SECTION 4. CONDITIONS.

Effectuation of the Merger and the other transactions herein provided is conditioned on the following:

(a) The Merger shall have received approval of the partners of the Merging Entity and the managing member of the Surviving Entity in the manner required by the NYRLPA and the FLLCA, respectively, the respective certificate of limited partnership or articles of organization, and the respective limited partnership agreement or operating agreement of the Constituent Organizations.

(b) Receipt of all consents, orders, and approvals and satisfaction of all other requirements prescribed by law which are necessary for the consummation of the Merger.

SECTION 5. FILING; EFFECTIVE TIME.

If all of the conditions to the Merger set forth in Section 4 of this Agreement shall have been fulfilled in accordance herewith and this Agreement shall not have been terminated as provided in Section 7 of this Agreement, the Surviving Entity and the Merging Entity shall cause a certificate of merger ("*Certificate of Merger*") meeting the requirements of both the NYRLPA and the FLLCA to be properly executed and filed with the Secretary of State of the State of New York and the Secretary of State of the State of Florida. The Merger shall become effective on such date and time as is agreed upon by the Surviving Entity and the Merging Entity and specified in the Certificate of Merger (the "*Effective Time*"). In no event shall the Effective Time be a date later than that permitted by the NYRLPA or FLLCA.

SECTION 6. FURTHER ASSURANCES.

Prior to the Effective Time, each of the Constituent Organizations shall take all such actions as shall be necessary or appropriate in order to effectuate the Merger. In case at any time after the Effective Time the Surviving Entity shall determine that any further conveyance, assignment, or other documents or any further action is necessary or desirable to vest in or confirm to the Surviving Entity full title to all the properties, assets, rights, privileges, and franchises of the Merging Entity, the partners of the Surviving Entity, in the name and on behalf of each of the Constituent Organizations, shall be authorized to execute and deliver all such instruments and take all such action in the name and on behalf of each of the Constituent Organizations as may be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all such properties, assets, rights, privileges, and franchises, and otherwise to carry out the purposes of this Agreement.

SECTION 7. TERMINATION AND AMENDMENT.

(a) At any time prior to the Effective Time, this Agreement may be terminated by the mutual consent of the general partners and manager of the Merging Entity and Surviving Entity, respectively, whether before or after the approval of this Agreement by the members and partners of the Constituent Organizations, as the case may be. In the event this Agreement is so terminated, it shall be of no further force or effect and there shall be no liability by reason of this Agreement or its termination on the party of either of the Constituent Organizations or of their respective partners, managers, employees, agents, or members.

(b) This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by both parties. The Constituent Organizations may, by written agreement between them, amend, modify, or supplement this Agreement at any time prior to the Effective Time, provided that no amendment shall be made after the approval of this Agreement by the partners of the Merging Entity or by the members of the Surviving Entity, which changes the terms of this Agreement in a way which is materially adverse to the members or partners of the Constituent Organizations, as the case may be, unless such amendment is approved by such members or partners.

SECTION 8. CONSTRUCTION OF TERMS. All provisions and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of such person or persons shall require.

SECTION 9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida.


SECTION 10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, each of the Constituent Organizations has caused this Agreement to be duly executed on its behalf by its authorized representatives, as of the date first above written.

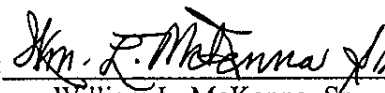
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