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Division of Corporations

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MERGER OR SHARE EXCHANGE

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P. 02

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CERTIFICATE OF MERGER  
OF  
SCHLANGER ENTERPRISES, LLC  
(a New York limited liability company)  
WITH AND INTO  
SCHLANGER ENTERPRISES, LLC  
(a Florida limited liability company)

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The following CERTIFICATE of Merger is submitted in accordance with the Florida Limited Liability Company Act pursuant to Section 608.4382, and the New York Limited Liability Company Law pursuant to Section 1003.

FIRST: SCHLANGER ENTERPRISES, LLC, a Florida limited liability company, the Articles of Organization of which were filed with the Secretary of State of Florida on December 11, 2006, is the surviving limited liability company (the "Surviving Company").

SECOND: SCHLANGER ENTERPRISES, LLC, a New York limited liability company, the Articles of Organization of which were filed with the New York Department of State on March 9, 2001, is the terminating limited liability company (the "Terminating Company").

THIRD: The Agreement and Plan of Merger is attached.

FOURTH: The merger shall become effective on the date the Certificate of Merger has been filed with the Secretaries of State of Florida and New York.

FIFTH: The Agreement and Plan of Merger was adopted and executed by the Members and Managers of the Surviving Company as of December 11, 2006.

SIXTH: The Agreement and Plan of Merger was adopted and executed by the Members and Managers of the Terminating Company as of December 11, 2006.

SEVENTH: No application for Authority for the Surviving Company to do business in the State of New York has been filed, the Surviving Company does not intend to do business in the State of New York, and the Surviving Company will not do business in such state until an application for such authority has been filed with the New York Department of State.

EIGHTH: The Surviving Company may be served with process in New York in any action or special proceeding for the enforcement of any liability or obligation of the Terminating Company in New York, and for the enforcement as provided in Article 10 of the New York Limited Liability Company Law of the right of members of the Terminating Company to receive payment for their interests against the Surviving Company.

NINTH: Subject to the provisions of Section 1005 of the New York Limited Liability Company Law or any applicable statute, the Surviving Company will promptly pay to the members of the Terminating Company the amount, if any, to which they shall be entitled under the provisions of any applicable statute and this chapter relating to the right of members to receive payment for their interests.

TENTH: The Secretary of State of New York as designated as the Surviving Company's agent upon whom process against it may be served in the manner set forth in the New York Limited Liability Company Law in any action or special proceeding, and the Secretary of State of New York shall mail a copy of any process served upon him or her to the Surviving Company at 18685 Oak Brook Circle, Boca Raton, FL 33434. Such post office address shall supersede any prior address designated as the address to which process shall be mailed.

ELEVENTH: The Merger is permitted under the laws of the State of Florida and is being completed in compliance therewith.

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TWELFTH: The Agreement and Plan of Merger is on file at the place of business of the Surviving Company, 19585 Oak Brook Circle, Boca Raton, FL 33434; a copy of the Agreement and Plan of merger will be furnished by the Surviving Company on request and without cost, to any member of the Terminating Company; the merger shall be effective upon the filing by the New York Department of State of this Certificate.

The undersigned have executed this CERTIFICATE of Merger as of the 11<sup>TH</sup> day of DEC EMBER, 2006.

SCHLANGER ENTERPRISES, LLC, a  
New York limited liability company

By: *Norman R. Schlanger*  
NORMAN R. SCHLANGER, President

SCHLANGER ENTERPRISES, LLC, a  
Florida limited liability company

By: *Norman R. Schlanger*  
NORMAN R. SCHLANGER, President

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**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") made and entered into this day of December, 2006 by and between **SCHLANGER ENTERPRISES, LLC**, a New York limited liability company, with its principal office originally located at 228 Augusta Court, Roslyn, New York 11576 (hereinafter referred to as the "**Merging Entity**"), and **SCHLANGER ENTERPRISES, LLC**, a Florida limited liability company, with its principal office located at 19686 Oak Brook Circle, Boca Raton, FL 33434 (hereinafter referred to as the "**Surviving Entity**").

**WITNESSETH:**

WHEREAS, the Merging Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of New York; and

WHEREAS, the Surviving Entity is a limited liability company duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, pursuant to duly executed Written Consents of the Members and Managers of the Merging Entity and the Surviving Entity, the Merging Entity and the Surviving Entity have determined that they shall merge (the "**Merger**") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with Chapter 606 of the Florida Statutes, Sections 1002-1004 of Article 10 of the New York Limited Liability Company Law, and a Certificate of Merger which will be duly filed in the offices of the Secretaries of State of Florida and New York.

NOW THEREFORE, in consideration of the mutual premises herein contained, the Merging Entity and the Surviving Entity hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct in every respect and are incorporated by reference herein.

2. **MERGER.** Upon the terms and subject to the conditions set forth herein, on the Effective Date (as defined below), the Merging Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement, with the Surviving Entity continuing its existence under the laws of the State of Florida.

3. **EFFECTIVE DATE OF MERGER.** The Merger shall be effective upon filing of the Certificate of Merger with the offices of the Secretaries of State of Florida and New York (the "**Effective Date**").

4. **SURVIVING ENTITY.** On and after the Effective Date of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a limited liability company under the laws of the State of Florida, with all of the rights and obligations of such Surviving Entity as are provided by the Florida Limited Liability Company Act.

(b) The separate existence of the Merging Entity shall cease and its property shall become the property of the Surviving Entity.

5. **ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT.** The Articles of Organization of the Surviving Entity shall continue on and after the Effective Date as the Articles of Organization of the Surviving Entity unimpaired by the Merger. The Operating Agreement of the Surviving Entity shall continue on and after the Effective Date as the Operating Agreement of the Surviving Entity unimpaired by the Merger.

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**6. MANNER AND BASIS OF CONVERTING MEMBERSHIP INTERESTS OF THE MERGING ENTITY.**

(a) At the Effective Date all of the Membership Interests of the Merging Entity shall be canceled and retired and shall cease to exist.

(b) At the Effective Date all of the Membership Interests of the Surviving Entity shall constitute all of the Membership Interests of the Surviving Entity.

**7. APPROVAL.** The Merger contemplated by this Agreement has been submitted to and approved by the respective Members and Managers of the Merging Entity and the Surviving Entity. Subsequent to the execution of this Agreement by the respective duly authorized officers of the Merging Entity and the Surviving Entity, such officers of the Merging Entity and the Surviving Entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

**8. MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto, and the Members of the Merging Entity and the Surviving Entity; and no person not a party to this Agreement shall have any rights or benefits whatsoever under this agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized Managers as of the date first above written.

THE MERGING ENTITY:  
SCHLANGER ENTERPRISES, LLC, a New York limited liability company

By: Norman R. Schlanger  
NORMAN R. SCHLANGER

THE SURVIVING ENTITY:  
SCHLANGER ENTERPRISES, LLC, a Florida limited liability company

By: Norman R. Schlanger  
NORMAN R. SCHLANGER

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