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Division of Corporations

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Florida Department of State
Division of Corporations
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To:

Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : BLUMBERG/EXCELSIOR CORPORATE SERVICES, INC.
Account Number : 075350000353
Phone : (212) 431-5000
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MERGER OR SHARE EXCHANGE

Noraleah Associates LLC

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$105.00

RECEIVED

2007 OCT 24 AM 8:00

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TALLAHASSEE, FLORIDA

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**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Noraleah Associates LLC	New Jersey	Limited Liability Company
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Noraleah Associates LLC	Florida	Limited Liability Company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

The day after the filing of the Certificate of Merger

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:

Noraleah Associates, LLC

Noraleah Associates, LLC C

Signature(s):

Typed or Printed

Name of Individual:

Irwin Friedman

Irwin Friedman

Corporations:

Chairman, Vice Chairman, President or Officer

*(If no directors selected, signature of incorporator.)***General partnerships:**

Signature of a general partner or authorized person

Florida Limited Partnerships:

Signatures of all general partners

Non-Florida Limited Partnerships:

Signature of a general partner

Limited Liability Companies:

Signature of a member or authorized representative

Fees: For each Limited Liability Company: \$25.00

For each Corporation: \$35.00

For each Limited Partnership: \$52.50

For each General Partnership: \$25.00

For each Other Business Entity: \$25.00

Certified Copy (optional): \$30.00

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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Noraleah Associates, LLC	New Jersey	Limited Liability Company
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Noraleah Associates, LLC	Florida	Limited Liability Company

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

See attached plan of merger

(Attach additional sheet if necessary)

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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 others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached plan of merger

(Attach additional sheet if necessary)

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

See attached plan of merger

(Attach additional sheet if necessary)

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FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached plan of merger

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

See attached plan of merger

(Attach additional sheet if necessary)

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PLAN OF MERGER

THIS AGREEMENT is executed as of October , 2007, by and among NORALEAH ASSOCIATES, LLC, a New Jersey limited liability company having an office at 29 Fawn Drive, Livingston, New Jersey ("NORALEAH New Jersey"), and NORALEAH ASSOCIATES, LLC, a Florida limited liability company having an office at 4350 North Bay Road, Miami Beach, FLA ("NORALEAH Florida").

WHEREAS, the members of NORALEAH New Jersey and the members of NORALEAH Florida have resolved that the companies be merged pursuant to the New Jersey Limited Liability Company Act and Florida Law with respect to Limited Liability Companies into a single limited liability company existing under the laws of the State of Florida, as NORALEAH ASSOCIATES, L.L.C., which shall be the surviving company (NORALEAH ASSOCIATES, L.L.C., in its capacity as such surviving company being sometimes referred to as the "Surviving Company"); and

WHEREAS, the respective members of NORALEAH New Jersey and NORALEAH Florida have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the New Jersey Limited Liability Company Act and the Florida Laws with respect to Limited Liability Companies that NORALEAH New Jersey and NORALEAH Florida shall at the Effective Date (as hereinafter defined), be merged (hereinafter called Merger) into a single limited liability company existing under the laws of the State of Florida, called NORALEAH ASSOCIATES, L.L.C., which shall be the Surviving Corporation, 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.

1. Action by Members: Filings: Effects of Merger

1.1. Action by Members of NORALEAH New Jersey. On or before November 1, 2007, Irwin Friedman and Nora Friedman, being all of the members of NORALEAH New Jersey, shall adopt this agreement in accordance with the New Jersey Limited Liability Company Act.

1.2 Action by Members of NORALEAH Florida. On or before November 1, 2007, Irwin Friedman and Nora Friedman, being all of the members of NORALEAH Florida,

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shall adopt this agreement in accordance with the Florida Laws with respect to Limited Liability Companies.

1.3 Filing of Certificate of Merger. Effective Date. If (a) this Agreement is adopted by NORALEAH New Jersey in accordance with the laws of New Jersey, (b) this Agreement is adopted by Irwin Friedman and Nora Friedman, as the members of NORALEAH Florida, in accordance with the laws of Florida, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the laws of the State of Florida and a copy of such Certificate shall be filed in accordance with the laws of the State of California. The merger shall become effective at 9:00 A.M. on the calendar day following the day of such filing in Florida, which date and time are herein referred to as the "Effective Date".

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of NORALEAH New Jersey shall cease, and NORALEAH New Jersey shall be merged into NORALEAH Florida which, as the Surviving Corporation, shall succeed to all the rights, privileges, powers, and franchises, of a public as well as of a private nature and be subject to all of the restrictions, disabilities, and duties NORALEAH New Jersey; and all and singular, the rights, privileges, powers and franchises of NORALEAH New Jersey, and all property, real, personal and mixed, and all debts due to NORALEAH New Jersey on whatever account, shall be vested in the Surviving Corporation; and all property, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of NORALEAH New Jersey, and the title to any real estate vested by deed or otherwise, under the laws of the State of New Jersey or any other jurisdiction, NORALEAH New Jersey, shall not revert or in anyway be impaired; but all rights of creditors and all liens upon any property of NORALEAH New Jersey shall be preserved unimpaired, and all debts, liabilities and duties of NORALEAH New Jersey shall henceforth attach to the Surviving Corporation and shall be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At anytime, or from time to time, after the Effective Date, the last acting officers of NORALEAH New Jersey or the corresponding officers of the Surviving Corporation, may, in the name of NORALEAH New Jersey, 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 Corporation may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Corporation title to and possession of all NORALEAH New Jersey's property, privileges, powers, franchises, immunities, and interests and otherwise carry out the purposes of this Agreement.

2. Name of Surviving Corporation; Articles of Organization and Operating Agreement

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2.1 Name of the Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be NORALEAH Florida.

2.2 Articles of Organization. The Articles of Organization of NORALEAH Florida as in effect on the Effective Date shall be, and continue to be, the Articles of Organization of the Surviving Corporation until changed or amended as provided by law.

2.3 Operating Agreement. The Operating Agreement of NORALEAH New Jersey, as in effect immediately before the Effective Date shall from and after the Effective Date become the Operating Agreement of the Surviving Corporation until amended as provided herein.

3. Status and Conversion of Membership Interests. The manner and basis of converting the membership interests in NORALEAH New Jersey and the nature and percentage of membership interest in NORALEAH Florida which the members of NORALEAH New Jersey are to receive in exchange for such membership interests are as follows:

Each member of NORALEAH New Jersey shall receive the same percentage of ownership in NORALEAH Florida as each member owned in NORALEAH New Jersey immediately before the Effective Date.

4. Miscellaneous

4.1 This Agreement of Merger 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 of Merger by the members of NORALEAH New Jersey if the members of NORALEAH New Jersey or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

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

IN WITNESS WHEREOF, this Agreement has been executed by NORALEAH New Jersey and NORALEAH Florida all on the date first above written.

By 
Irwin Friedman, Member