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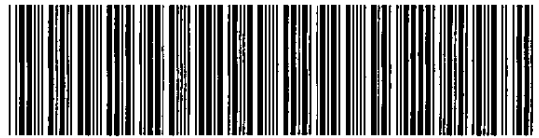
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TALLAHASSEE, FLORIDA

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: MYENYC, LLC, a Florida limited liability company

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Cathi C. Wilkinson

Contact Person

Cathi C. Wilkinson, P.L.

Firm/Company

2940 Kerry Forest Parkway, Suite 103

Address

Tallahassee, FL 32309

City, State and Zip Code

cwilkinson@cwilkinsonlaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Cathi C. Wilkinson

at (850)

668-4130

Name of Contact Person

Area Code and Daytime Telephone Number

☐

Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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ARTICLES OF MERGER
OF
MYENYC, LLC a New York limited liability company
INTO
MYENYC, LLC, a Florida limited liability company

Pursuant to Section 608.438, Florida Statutes (2008), MYENYC, LLC, a limited liability company organized under the laws of the State of Florida, (the "Surviving LLC"), and MYENYC, LLC, a limited liability company organized under the laws of the State of New York (the "Merging LLC"), hereby submit these Articles of Merger for the purpose of merging the Merging LLC into the Surviving LLC:

I.

Pursuant to the Plan of Merger attached hereto as Exhibit A, the Merging LLC and the Surviving LLC shall be merged as a single Florida LLC. MYENYC, LLC, a Florida limited liability company shall continue as the Surviving LLC.

II.

The Sole Manager of the Surviving LLC approved the merger in accordance with Section 608.438, Florida Statutes (2008) on the 14th day of July, 2009.

III.

The Sole Manager of the Merging LLC approved the merger in accordance with Section 608.438, Florida Statutes (2008) and the applicable laws of the State of New York on the 14th day of July, 2009.

IV.

The merger will become effective upon the filing of these Articles with the Florida Department of State.

Dated this 14th day of July, 2009.

MYENYC, LLC, a Florida limited liability company

By: Marilynn Y. Evert
Marilynn Y. Evert, Sole Manager

MYENYC, LLC, a New York limited liability company

By: Marilynn Y. Evert
Marilynn Y. Evert, Sole Manager

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (hereinafter referred to as the "Agreement") is made and entered into as of the 14th day of July, 2009, by and between MYENYC, LLC, a Florida limited liability company (the "Surviving LLC") and MYENYC, LLC, a New York limited liability company (hereinafter referred to as the "Merging LLC"), the two LLCs being hereinafter sometimes called the "Constituent LLCs."

PREMISES

WHEREAS, the Sole Manager of the Surviving LLC and the Merging LLC, respectively, deem it advisable and generally to the advantage, best interest and welfare of the Constituent LLCs and their respective member that the Merging LLC merge with the Surviving LLC under and pursuant to the provisions of Chapter 608, Florida Statutes (2008).

NOW, THEREFORE, on the stated premises and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Merger. Pursuant to the terms and conditions of this Agreement, the Merging LLC will merge into the Surviving LLC (the "Merger"). Upon the Merger becoming effective, the corporate existence of the Surviving LLC will continue and the corporate existence of the Merging LLC shall cease.
2. Effective Date. The Merger shall be effective upon the filing of the Certificate of Merger with the Florida Department of State (the "Effective Date").
3. Articles of Organization. The Articles of Organization of the Surviving LLC shall be the Articles of Organization of the Surviving LLC following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof or Chapter 608, Florida Statutes.
4. Operating Agreement. The Operating Agreement of the Merging LLC shall be the Operating Agreement of the Surviving LLC following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, the Articles of Organization or Chapter 608, Florida Statutes.
5. Membership Interest in Surviving LLC. On the Effective Date, the outstanding membership interest in the Merging LLC will be canceled. Following the Merger, the total issued and outstanding membership interest in the Surviving LLC shall be the membership interest in the Surviving LLC prior to the Merger.
6. Manager. Upon the Effective Date, the Sole Manager of the Surviving LLC shall remain the Sole Manager of the Surviving LLC and shall serve until her death, resignation or

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removal and appointment of her successor in accordance with the Surviving LLC's Articles of Organization and Operating Agreement.

7. Rights and Liabilities of Surviving LLC. At and after the Effective Date the Surviving LLC shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of both the Merging LLC and the Surviving LLC; all debts due to either of the Constituent LLCs on whatever account shall be vested in the Surviving LLC; all claims, demands, property, rights, privileges, powers, and franchises, and every other interest of the Constituent LLCs shall be as effectively the property of the Surviving LLC as they were of the respective Constituent LLCs; the title to any real estate vested by deed or otherwise in either of the Constituent LLCs shall not revert to or be in any way impaired by reason of the Merger, but shall be vested in the Surviving LLC; all rights of creditors and all liens upon any property of either of the Constituent LLCs shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the Merger; all debts, liabilities and duties of the respective Constituent LLCs shall henceforth attach to the Surviving LLC and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving LLC shall indemnify and hold harmless the officers and directors of each of the Constituent LLCs against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

8. Authority. This Agreement has been approved and adopted by the Sole Manager of each of the Constituent LLCs. The Manager of each of the Constituent LLCs shall execute all such other documents and shall take all other actions as may be necessary or advisable to make this Agreement effective, including the filing of Articles of Merger in the office of the Florida Department of State.

9. Further Assurances. If at any time the Surviving LLC shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving LLC any right, title or interest of the Merging LLC held immediately prior to the Effective Date or otherwise carry out the intent and purposes of this Agreement, the Merging LLC and its Manager shall execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in the Surviving LLC as shall be necessary to carry out the purposes of this Agreement, and the Manager of the Surviving LLC is hereby specifically authorized as attorney-in-fact of the Merging LLC (this appointment being irrevocable as one coupled with an interest) to execute and deliver any and all such proper deeds, assignments, and assurances of law and to do all such other acts, in the name and on behalf of the Merging LLC or otherwise, as such Manager shall deem necessary or appropriate.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its respective officers duly authorized by authority granted by their respective boards of directors as of the date first above written.

MYENYC, LLC, a Florida limited liability company

By: Marilynn Y. Evert
Marilynn Y. Evert, Sole Manager

MYENYC, LLC, a New York limited liability company

By: Marilynn Y. Evert
Marilynn Y. Evert, Sole Manager

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