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Division of Corporations

Page 1 of 1

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Florida Department of State

Division of Corporations

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MERGER OR SHARE EXCHANGE

FOUR PLEX ASSOCIATES, INC.

RECEIVED

07 JUN 15 AM 8:00

DIVISION OF CORPORATIONS

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

07 JUN 15 PM 2:46

FILED

TS

Merger
6/15/07

ARTICLES OF MERGER
OF ^{INCORPORATED,}
1000 FIRST AVENUE ASSOCIATES, INC. (A FLORIDA CORPORATION) AND
FOUR PLEX ASSOCIATES, INC. (A FLORIDA CORPORATION)

DATE: 6/2, 2007

Pursuant to §607.1105 of the Florida Statutes, the undersigned corporations submit the following Articles of Merger:

FIRST: The Board of Directors and the sole shareholder of 1000 FIRST AVENUE ASSOCIATES, ^{INCORPORATED,} ~~INC.~~ a Florida corporation ("1000 FIRST"), with an address of P.O. Box 3366, Tequesta, FL 33469 and the Board of Directors and sole shareholder of FOUR PLEX ASSOCIATES, ^{INCORPORATED,} ~~INC.~~ a Florida corporation ("FOUR PLEX"), with an address of P.O. Box 3366, Tequesta, FL 33469 have determined that it is in the best interest of the aforementioned corporations for 1000 FIRST to merge into FOUR PLEX with FOUR PLEX surviving the merger. The purpose of the merger is to simplify business activities, create a centralized management business structure, promote future growth of the merging corporations and to promote a more successful business structure.

SECOND: The sole shareholder of 1000 FIRST has approved the merger. The sole shareholder of FOUR PLEX has approved the merger.

THIRD: The Board of Directors and the sole shareholder of 1000 FIRST and the Board of Directors and the sole shareholder of FOUR PLEX have adopted and approved the attached Plan of Merger effective the date set forth above, which Plan meets the requirements of Section 607.1105, Florida Statutes.

FOURTH: These Articles of Merger are effective the date of filing by the Secretary of State.

^{INCORPORATED,}
FOUR PLEX ASSOCIATES, ~~INC.~~ (a Florida corporation)

By: [Signature]
DARREL ZBAR, President

^{INCORPORATED,}
1000 FIRST AVENUE ASSOCIATES, ~~INC.~~ (a Florida corporation)

By: [Signature]
DARREL ZBAR, President

FILED
07 JUN 14 PM 2:46
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN OF MERGER

**1000 FIRST AVENUE ASSOCIATES, INCORPORATED, (a Florida Corporation)
INTO
FOUR PLEX ASSOCIATES, INCORPORATED, (a Florida Corporation)**

This is a Plan of Merger effective the 7th day of June, 2007, between 1000 FIRST AVENUE ASSOCIATES, INCORPORATED, a Florida corporation (hereinafter called "1000 FIRST"), and FOUR PLEX ASSOCIATES, INCORPORATED, a Florida corporation (hereinafter called "FOUR PLEX"), said corporations being hereafter sometimes collectively referred to as the "Constituent Corporations".

WITNESSETH:

WHEREAS, 1000 FIRST is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on December 16, 1986, and FOUR PLEX is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on December 16, 1986; and

WHEREAS, the authorized capital stock of 1000 FIRST consists of Seventy-five hundred (7,500) shares of common stock, par value \$1.00 per share, of which One Hundred (100) shares are outstanding; and

WHEREAS, the authorized capital stock of FOUR PLEX consists of Seventy-five hundred (7,500) shares, of which one hundred (100) shares are outstanding; and

WHEREAS, the Board of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective sole shareholders that the Constituent Corporations merge into a single entity pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties agree, in accordance with the applicable provisions of the laws of the State of Florida, that the Constituent Corporations shall be merged into a single entity, to wit: FOUR PLEX ASSOCIATES, INCORPORATED, one of the Constituent Corporations, which shall continue its existence and be the entity surviving the merger (said corporation hereafter sometimes called the "Surviving Company"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

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ARTICLE I
Effective Time of the Merger

At the effective time of the merger, the separate existence of 1000 FIRST AVENUE ASSOCIATES, INCORPORATED, shall cease and 1000 FIRST AVENUE ASSOCIATES, INCORPORATED shall be merged into the Surviving Company. Consummation of this Agreement shall be effected on the date on which Articles of Merger in substantially the form annexed hereto as Exhibit A are filed in the office of the Florida Secretary of State, all after satisfaction of the respective requirements of the applicable laws of said state prerequisite to such filings.

ARTICLE II
Governing Law; Certificate of Incorporation

The laws which are to govern the Surviving Company are the laws of the State of Florida. The Articles of Incorporation of FOUR PLEX ASSOCIATES, INCORPORATED, shall, at the effective time of the Merger remain in effect thereafter until the same shall be further amended or altered in accordance with the provisions thereof.

ARTICLE III
Shareholder Agreement

The Shareholder Agreement of 1000 FIRST, if any, at the effective time of the Merger shall be the Shareholder Agreement of the Surviving Company until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE IV
Director/President

DARREL ZBAR shall be the Director and President of the Surviving Company.

ARTICLE V
Conversion and Issuance of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of 1000 FIRST into shares of the Surviving Company are as follows:

1. FOUR PLEX's Common Stock. None of the shares of FOUR PLEX issued at the

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effective time of the Merger shall be converted as a result of the Merger.

2. 1000 FIRST Common Stock. At the effective time of the Merger, each share of common stock, par value \$1.00 per share, of 1000 FIRST issued and outstanding shall be converted into and become one (1) share in the Surviving Company and each holder of outstanding common stock of 1000 FIRST, upon surrender to the Surviving Company of one or more stock certificates for common stock of 1000 FIRST for cancellation, shall be entitled to receive one or more stock certificates for the full number of shares of the Surviving Company into which the common stock of 1000 FIRST so surrendered shall have been converted as aforesaid together. Each issued share of 1000 FIRST common stock held in its treasury at the effective time of the merger shall be canceled and shall not be converted.
3. Surrender of 1000 FIRST Certificates. As soon as practicable after the Merger becomes effective, the stock certificates representing common stock of 1000 FIRST issued and outstanding at the time the Merger becomes effective shall be surrendered for exchange to the Surviving Company as above provided. Until so surrendered for exchange, each such stock certificate nominally representing common stock of 1000 FIRST shall be deemed for all corporate purposes (except for the payment of dividends, which shall be subject to the exchange of stock certificates as above provided) to evidence the ownership of the number of units of the Surviving Company which the holder thereof would be entitled to receive upon its surrender to the Surviving Company.
4. Status of Common Stock. All shares of common stock of the Surviving Company into which shares of common stock of 1000 FIRST are converted as herein provided shall be fully paid and non-assessable and shall be issued in full satisfaction of all rights pertaining to such shares of common stock of 1000 FIRST.

ARTICLE VI Effect of the Merger

At the effective time of the Merger, the Surviving Company shall succeed to, without other transfer, and shall possess and enjoy all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, as well as for all other things in action or belonging to each of said corporations, shall be vested in the Surviving Company; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of said Constituent Corporations shall not revert or be in any way impaired by reason of the

Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities and duties of said Constituent Corporations, respectively, shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Company.

ARTICLE VII
Accounting Matters

The assets and liabilities of the Constituent Corporations as of the effective time of the merger shall be taken up on the books of the Surviving Company at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations. The transaction shall be treated as the adoption of an IRS Section § 332 liquidation plan for tax purposes.

ARTICLE VIII
Approval of Shareholders, Filing of Articles of Merger

This Agreement shall be submitted to the sole shareholder of each of the Constituent Corporations as provided by law and their respective Articles of Incorporation at meetings which shall be held immediately the effective day of this Agreement, or such later date as the Boards of Directors of the Constituent Corporations shall mutually approve. The respective designations and numbers of shares of each class of capital stock of the Constituent Corporations outstanding on the date hereof and a statement as to the shares of each class of capital stock of the Constituent Corporations entitled to vote upon the adoption and approval of the Merger as set forth in Paragraph 2 of Exhibit A hereto. After such adoption and approval, and subject to the conditions contained in this Agreement, Articles of Merger in substantially the form annexed hereto as Exhibit A shall be signed, verified and delivered to the Department of State of the State of Florida for filing as provided in §607.1105 of the Florida Statutes.

ARTICLE IX
FOUR PLEX's Representations and Warranties

FOUR PLEX represents and warrants to 1000 FIRST as follows:

1. Organization, etc. FOUR PLEX is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. FOUR PLEX has power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.

2. Capitalization. FOUR PLEX's capitalization consists of seventy-five hundred (7,500) authorized shares of common stock (\$1.00 value per unit), of which one hundred (100) shares are issued and outstanding as of the date hereof. Each issued share of stock is validly issued, fully paid, non-assessable and each outstanding share of stock is entitled to one vote.
3. Stock to be Issued. All shares of stock of the Surviving Company into which the common stock of 1000 FIRST is to be converted will be, immediately after the effective time of the Merger, duly and validly authorized and issued and fully paid and non-assessable, and no shareholder of FOUR PLEX will have any preemptive right of subscription or purchase in respect thereof. At the effective time of the Merger, the Surviving Company will have duly reserved for issuance a sufficient number of shares of FOUR PLEX to permit conversion, at the basic conversion rate applicable thereto, of such shares when issued upon such conversion, will be duly and validly authorized and issued and fully paid and non-assessable, and no shareholder of FOUR PLEX will have any preemptive right of subscription or purchase in respect thereof.

ARTICLE X

1000 FIRST's Representations and Warranties

1000 FIRST represents and warrants to FOUR PLEX as follows:

1. Organization, etc. 1000 FIRST is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. 1000 FIRST has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.
2. Capitalization. 1000 FIRST's capitalization consists of seventy-five hundred (7,500) authorized shares of common stock (par value \$1.00 per share), of which, as of the date hereof, one hundred (100) shares are issued and outstanding. Each issued share is validly issued, fully paid, non-assessable and each outstanding share is entitled to one vote.

ARTICLE XI

Conduct of Businesses Pending the Merger

From and after the date of this Agreement and prior to the effective time of the Merger, neither of the Constituent Corporations will, without the prior written consent of the other:

- (a) amend its Articles of Incorporation, Bylaws or Shareholder Agreement, if any, except, in the case of FOUR PLEX, as may be necessary to enable to carry out the provisions of this Agreement;

- (b) engage in any material activity or transaction or incur any material obligation (by contract or otherwise) except in the ordinary course of business;
- (c) issue rights or options to purchase or subscribe to any share of its capital stock or subdivide or otherwise change any such shares; or
- (d) issue or sell any shares of its capital stock or securities convertible into shares of its capital stock.

From and after the date of this Agreement and prior to the effective time of the Merger, 1000 FIRST will use its best efforts to preserve its business organizations; to keep available to FOUR PLEX the services of 1000 FIRST's present officers and employees, if any; and to preserve for FOUR PLEX the goodwill of 1000 FIRST, 1000 FIRST's suppliers, customers and others having business relations with any of them. During the same period, 1000 FIRST will not put into effect any material increase in the compensation or other benefits applicable to officers or other key personnel, if any.

ARTICLE XII.

Conditions Precedent; Termination; General Provisions

- A. Conditions Precedent to FOUR PLEX's Obligation. The obligation of FOUR PLEX to effect the Merger shall be subject to the following conditions (which may be waived in writing by FOUR PLEX):
 - 1. The representations and warranties of 1000 FIRST herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; 1000 FIRST shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger.
 - 2. No material change in the corporate status, businesses, operations or financial condition of 1000 FIRST shall have occurred since the effective date of this Agreement (whether or not covered by insurance), other than changes in the ordinary course of business, none of which has been materially adverse in relation to 1000 FIRST, taken as a whole, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations or financial condition of 1000 FIRST, taken as a whole.
- B. Conditions Precedent to 1000 FIRST's Obligation. The obligation of 1000 FIRST to effect the Merger shall be subject to the following conditions (which may be waived

in writing by 1000 FIRST):

1. The representations and warranties of FOUR PLEX herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; FOUR PLEX shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger.
2. No material change in the company status, businesses, operations or financial condition of FOUR PLEX shall have occurred since the effective date of this Agreement (whether or not covered by insurance), other than changes in the ordinary course of business, none of which has been materially adverse in relation to FOUR PLEX, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations, real properties or financial condition of FOUR PLEX.

C. Termination and Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time before the effective time of the Merger, whether before or after adoption or approval of this Agreement by the sole shareholders of the Constituent Corporations under any one or more of the following circumstances:

1. By the mutual consent of the Board of Directors of the Constituent Corporations;
2. By FOUR PLEX if, prior to the effective time of the Merger, the conditions set forth in Paragraphs 1 and 2, inclusive, of Section A of this Article XII shall not have been met;
3. By 1000 FIRST if, prior to the effective time of the Merger, the conditions set forth in Paragraphs 1 and 2 of Section B of this Article XII shall not have been met;
4. By either of the Constituent Corporations if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and such Constituent Corporation deems it advisable to proceed with the Merger; or
5. By either of the Constituent Corporations if the requisite approval of the sole shareholder of both Constituent Corporations shall not have been obtained immediately following the effective date of this Agreement or if the Articles of Merger and this Agreement shall not have been filed as provided in Article I hereof on or before the 3rd day following the effective date of this

Agreement.

Upon such termination and abandonment, neither party shall have any liability or obligation hereunder to the other.

- D. General. The headings in this Agreement shall not affect in any way its meaning or interpretation. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- E. Amendments. Any of the terms or conditions of this Agreement may be modified or waived at any time before the effective time of the Merger by the party which is, or the sole shareholders of which are, entitled to the benefit thereof upon the authority of the Board of Directors of such party, provided that any such modification or waiver shall in the judgment of the party making it not affect substantially or materially and adversely the benefits to such party or its sole shareholders intended under this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the sole Directors of each of the Constituent Corporations and each of the Constituent Corporations has caused its seal to be hereunto affixed, all as of the day and year first above written.

INCORPORATED,
1000 FIRST AVENUE ASSOCIATES, ~~XXXX~~ a
Florida corporation

By:  6/2/07
DARREL ZBAR, Sole Director

INCORPORATED,
FOUR PLEX ASSOCIATES, ~~XXXX~~ a Florida
corporation

By:  6/2/07
DARREL ZBAR, Sole Director

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The foregoing Plan and Agreement of Merger, having been duly executed by the sole Director of FOUR PLEX ASSOCIATES, INC. and the sole Director of 1000 FIRST AVENUE ASSOCIATES, INC. respectively, under the seals of the respective companies, and the said Plan and Agreement of Merger having been duly approved or adopted by the Board of Directors, and duly approved or adopted by the sole stockholder of each of the said companies in the manner provided by the laws of their respective states of incorporation, the sole Directors of said corporations do now execute this Plan and Agreement of Merger under the respective seals of said corporations by the authority of the Directors and stockholders of each, as the act, deed and agreement of each of said corporation on the 2 day of June, 2007.

INCORPORATED,
1000 FIRST AVENUE ASSOCIATES, ~~INC.~~ a
Florida corporation

By: [Signature]
DARREL ZBAR, President and Director

INCORPORATED,
FOUR PLEX ASSOCIATES, ~~INC.~~ a Florida
corporation

By: [Signature]
DARREL ZBAR, President and Director

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

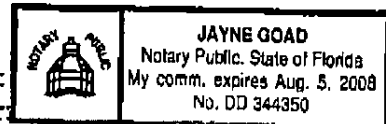
Subscribed and sworn to before me by DARREL ZBAR, President of FOUR PLEX ASSOCIATES, ~~INC.~~ a Florida corporation, and President of 1000 FIRST AVENUE ASSOCIATES, ~~INC.~~ a Florida corporation, who is personally known to me or who produced as identification and who did (☒) or did not () take an oath, on June 2, 2007.

[Signature]
Notary Public

Printed Name:

My Commission Expires:

My Commission Number:



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