

PO2000078508

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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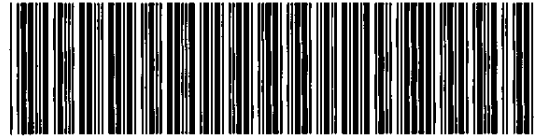
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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RECEIVED
07 SEP 18 PM 4:46
DEPT. OF REVENUE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
07 SEP 18 PM 12:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



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CORPORATION NAME (S) AND DOCUMENT NUMBER (S)

NorthDale GP Corp. into Omaha Northdale GP LLC

SEP 18 2007
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 PM 12:32

Filing Evidence

- ☐ Plain/Confirmation Copy
- ☒ Certified Copy

Type of Document

- ☐ Certificate of Status
- ☐ Certificate of Good Standing
- ☐ Articles Only
- ☐ All Charter Documents to Include Articles & Amendments
- ☐ Fictitious Name Certificate
- ☐ Other

Retrieval Request

- ☐ Photocopy
- ☐ Certified Copy

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

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

FILED
07 SEP 18 PM 12:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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>
NorthDale GP Corp.	Florida	Corporation
PO2-0000078508		

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>
Omaha Northdale GP LLC	Delaware	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.

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:

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:

1251 Avenue of the Americas, New York, NY 10020

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:

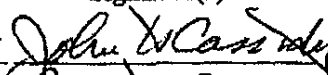

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: 1251 Avenue of the Americas, New York, NY 10020.

Mailing address: 1251 Avenue of the Americas, New York, NY 10020.

h.) 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:	Signature(s):	Typed or Printed Name of Individual:
NorthDale GP Corp.		John H Cassidy
Omaha Northdale GP LLC		John H Cassidy

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

<u>Fees:</u> 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

<u>Certified Copy (optional):</u>	\$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>
NorthDale GP Corp.	Florida	Corporation
Omaha Northdale GP LLC	Delaware	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>
Omaha Northdale GP LLC	Delaware	limited liability company

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

see attached

(Attach additional sheet if necessary)

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

(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

(Attach additional sheet if necessary)

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

(Attach additional sheet if necessary)

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

see attached

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT OF MERGER ("*Agreement*") is made and entered into as of September 18, 2007 (the "*Agreement Date*"), by and among Northdale GP Corp., a Florida corporation, ("*Company*"), and Omaha Northdale GP LLC, a Delaware limited liability company ("*Surviving Entity*").

RECITALS

A. Surviving Entity and the Company intend to effect a merger of Company with and into Surviving Entity (the "*Merger*") in accordance with this Agreement, the Delaware Limited Liability Company Law (the "*DLLCL*") and the laws of the State of incorporation of Company ("*Foreign Law*"), and upon consummation of the Merger, Company will cease to exist, and Surviving Entity will survive the Merger.

B. The Board of Directors of the Company (the "*Company Board*") (i) has determined that the Merger is advisable, fair to and in the best interests of the Company and its sole stockholder, (ii) has approved and adopted this Agreement, and (iii) has recommended that the Company stockholder adopt this Agreement and approve the Merger.

C. The Manager of Surviving Entity has approved this Agreement.

D. America First Apartment Investors, Inc., the sole member of Surviving Entity and the sole stockholder of Company, has approved this Agreement.

ARTICLE I.

MERGER

1.1 **Merger of Company into the Surviving Entity.** Upon the terms and subject to the conditions set forth in this Agreement and in accordance with the DLLCL and Foreign Law, at the Effective Time, Company shall be merged with and into Surviving Entity, and the separate existence of Company shall cease. The Surviving Entity shall continue as the surviving entity after the Merger (the "*Surviving Entity*").

1.2 **Effect of the Merger.** The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DLLCL and Foreign Law. Without limiting the generality of the foregoing, at the Effective Time, all the property, rights, privileges, immunities, powers and franchises of the Company and Surviving Entity shall vest in the Surviving Entity and all debts, liabilities and duties of the Company and Surviving Entity shall become the debts, liabilities and duties of the Surviving Entity.

1.3 **Closing; Effective Time.** The consummation of the transactions contemplated by this Agreement (the "*Closing*") shall take place at the offices of Paul, Hastings, Janofsky & Walker LLP at 75 East 55th Street, New York, New York 10022 at 10:00 a.m. New York City Time on September 18, 2007 or at such other place or on such other date as the Company shall mutually designate (the "*Closing Date*"). A certificate of merger satisfying the applicable requirements of the DLLCL and Foreign Law (the "*Certificate of Merger*") shall be

duly executed by the Surviving Entity and simultaneously with the Closing shall be filed with the Secretary of State of the State of Delaware. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or at such later time as the Company and the Surviving Entity may agree and specify in the Certificate of Merger (the "*Effective Time*").

1.4 Certificate of Formation and Limited Liability Company Agreement; Manager. At the Effective Time:

(a) **Certificate of Formation.** The certificate of formation of Surviving Entity as in effect immediately prior to the Effective Time shall be the certificate of formation of the Surviving Entity after the Effective Time until thereafter amended in accordance with applicable law.

(b) **Operating Agreement.** The operating agreement of Surviving Entity as in effect immediately prior to the Effective Time, subject to amendment of Exhibit A so as to reflect the issuance of new Membership Units pursuant to Section 1.5 hereof, shall be the operating agreement of the Surviving Entity after the Effective Time until thereafter amended in accordance with its terms and applicable law.

(c) **Manager.** The manager of Surviving Entity immediately prior to the Effective Time shall be the manager of the Surviving Entity from and after the Effective Time and shall serve in accordance with the certificate of formation and operating agreement of the Surviving Entity until its successor is duly elected or appointed and qualified or until its earlier resignation or removal.

(d) **Officers.** The officers of the Surviving Entity, if any, shall be appointed by the managers of the Surviving Entity, effective immediately from and after the Effective Time and shall serve in accordance with the certificate of formation and operating agreement of the Surviving Entity until their respective successors are duly elected or appointed and qualify or until their earlier death, resignation or removal.

1.5 Conversion of Shares into Membership Units. At the Effective Time, by virtue of the Merger and without any further action on the part of any holder of any stock of the Company, all previously-issued shares of Company stock that remain outstanding immediately prior to the Effective Time, automatically shall be converted into the right to receive 900 membership units in the Surviving Entity, and all such shares of Company Stock, when so converted, no longer shall be outstanding and automatically shall be cancelled and retired and shall cease to exist.

ARTICLE II.

MISCELLANEOUS

2.1 Governing Law. This Agreement and the rights of the parties hereunder shall be governed by, interpreted, and enforced in accordance with the laws of the State of Delaware.

2.2 Pronouns; Statutory References. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. Any reference to the Code, the Regulations, the Act or other statutes or laws shall include all amendments, modifications, or replacements of the specific sections and provisions concerned.

2.3 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

2.4 References to this Agreement. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated.

2.5 Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

2.6 Additional Documents and Acts. The parties hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

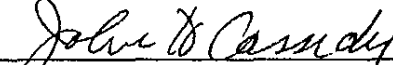
2.7 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of September 18, 2007.

By Company

By Surviving Entity


Name: John H. Cassidy, President


Name: John H. Cassidy, President