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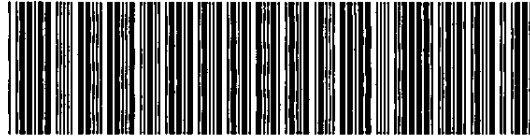
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TALLAHASSEE, FLORIDA

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DEC 16 2015
ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: M&N PARTNERS INC.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Alan Rosefielde

Contact Person

Firm/Company

2135 Lake Ave

Address

Miami Beach, Florida 33140

City/State and Zip Code

alanpr@att.net

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

For further information concerning this matter, please call:

Alan Rosefielde

At (786) 564-1103

Name of Contact Person

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
M&N PARTNERS INC.	Florida	PI5000094816

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
M&N Partnership Ltd.	New York	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on December 4, 2015.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on December 4, 2015.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

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TALLAHASSEE, FLORIDA

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

M&N PARTNERS INC.

Norman I. Newman, President

M&N Partnership Ltd.

Myril L. Kaplan, Vice-President

Merger Agreement

Agreement of merger dated December 4, 2015, by and between M & N PARTNERS INC., a Florida corporation (sometimes called "FL"), and M & N Partnership, Ltd., a New York corporation (sometimes called "NY"), the two corporations acting by their respective boards of directors and sometimes collectively referred to as the "constituent corporations."

FL is a corporation organized and existing under the laws of the State of Florida, having been incorporated on November 16, 2015. The principal office of the corporation in the State of Florida is located at 2135 Lake Ave, Miami Beach, and its resident agent in charge is Alan Rosefielde upon whom legal process against FL may be served in the State of Florida. The principal place of business of FL is located at 2135 Lake Ave, Miami Beach, FL 33140.

The authorized capital stock of FL consists of 1000 shares with no par value, of which 200 shares are presently issued and outstanding. Section 607.1101 of the Florida general corporation law confers upon FL the power to merge with a foreign corporation, and section 607.1102 of the law confers upon FL the right to issue its own shares in exchange for shares of any corporation to be merged into FL.

NY is a corporation organized and existing under the laws of the State of New York, having been incorporated on July 6, 1984. The principal office of the corporation in the State of New York is located at 125-129 East 144th Street, Bronx, and its resident agent in charge is the Secretary of State, upon whom legal process against NY may be served in the State of New York. The principal place of business of NY is located at 125-129 East 144th Street, Bronx, New York.

The authorized capital stock of NY consists of 100 shares of common stock, no par value, of which 100 shares are presently issued and outstanding. Section 907 of the New York Business Corporation Law confers upon NY the power to merge with another foreign corporation; and under section 906 of law the resulting corporation, upon the filing and recording of the agreement of merger between NY and the resulting corporation, possesses all the powers and property formerly possessed by NY.

The respective boards of directors of FL and NY deem it desirable and in the best interests of the corporations and their stockholders that the corporations merge pursuant to section 607.1101

of the Florida general corporation law.

In consideration of the premises and mutual agreements, provisions and covenants contained, it is agreed by and between the parties that, in accordance with the provisions of the laws of Florida, FL and NY shall be, and they are, as of the merger date (as defined in paragraph 3 of Article I) merged into a single surviving corporation (sometimes called the "surviving corporation"), which shall be and is FL, one of the constituent corporations, which shall continue its corporate existence and remain a Florida corporation governed by the laws of that state, all on the terms and conditions set forth.

Article I.

Merger

1. This agreement of merger (sometimes called the "agreement"), shall be submitted for adoption and approval by the shareholders of each of the constituent corporations at a shareholders meeting, which shall be held in accordance with general corporation law.

2. Upon the adoption and approval of this agreement by the respective shareholders of the constituent corporations, the facts shall be certified on this agreement and this agreement shall be signed, acknowledged, filed and recorded in the manner required by section 607.1105 of the Florida general corporation law, and section 904-a. of the New York Business Corporation Law.

3. The merger of NY into FL shall become effective upon the filing and recording of this agreement, pursuant to section 607.1105 of the Florida general corporation law, in the office of the Secretary of State of the State of Florida. The date on which the taking of the actions in this paragraph is completed is referred to in this agreement as the "merger date."

Article II.

Name and Continued Corporate Existence of Surviving Corporation

The corporate name of FL, the constituent corporation whose corporate existence is to survive this merger and continue thereafter as the surviving corporation, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of NY shall be wholly merged into FL. Accordingly, on the

merger date the separate existence of NY, except insofar as continued by statute, shall cease

Article III.

Governing Law

Certificate of Incorporation

As stated, the laws of Florida shall govern the surviving corporation. From and after the merger date, the certificate of incorporation of FL attached as Appendix A and incorporated with the same force and effect as if here set out in full. In addition to the powers conferred upon it by law, the surviving corporation shall have the powers set forth in Appendix A and be governed by those provisions. From and after the merger date, and until further amended as provided by law, Appendix A may be certified, separate and apart from this agreement, as the certificate of incorporation of the surviving corporation.

Article IV.

Bylaws of Surviving Corporation

From and after the merger date the present bylaws of FL shall be and become the bylaws of the surviving corporation until they shall be altered, amended or repealed, or until new bylaws shall be adopted, in accordance with the provisions of law, the bylaws and the certificate of incorporation of the surviving corporation.

Article V.

Directors and Officers

1. The number of directors of the surviving corporation, who shall hold office until their successors have been duly elected and shall have qualified, or as otherwise provided in the certificate of incorporation of the surviving corporation or its bylaws, shall be two (2) until changed by action of the board of directors of the surviving corporation pursuant to its bylaws; and the respective names of the first directors of the surviving corporation are as follows:

Name	Name
Myril Kaplan	Norman Newman

2. The first annual meeting of the shareholders of the surviving corporation after the merger date shall be the annual meeting provided by the bylaws of the surviving corporation for the year December 2016.

3. The first officers of the surviving corporation, who shall hold office until their successors have been elected or appointed and shall have qualified, or as otherwise provided in its bylaws, are the officers of FL immediately prior to the merger date.

4. If, on or after the merger date, a vacancy shall for any reason exist in the board of directors of the surviving corporation, or in any of the offices, the vacancy shall be filled in the manner provided in the certificate of incorporation of the surviving corporation or in its bylaws.

Article VI.

Capital Stock of Surviving Corporation

The capitalization of the surviving corporation upon the merger date shall be as set forth in the certificate of incorporation of the surviving corporation.

Article VII.

Conversion of Securities on Merger

The manner and basis of converting the shares of stock of each of the constituent corporations into shares of stock of the surviving corporation are as follows:

1. Each issued share of common stock without par value of FL, including shares held in the treasury of FL, shall, on the merger date continue to be issued shares of common stock without par value of the surviving corporation. Each of the shares of common stock without par value of NY outstanding on the merger date (called "NY stock"), and all rights shall upon the merger date be converted into one share of common stock without par per share of the surviving corporation.

2. At any time and from time to time after the merger date, each holder of an outstanding certificate or certificates representing shares of NY stock shall be entitled, upon the surrender of the certificate or certificates at the office of an exchange agent of the surviving corporation to be designated by the board of directors of the surviving corporation to receive in exchange

a certificate or certificates representing the number of shares FL common stock into which the shares of NY stock represented by the certificate or certificates surrendered shall have been converted pursuant to paragraph 1 above.

Article VIII. Assets and Liabilities

On the merger date, all property, real, personal and mixed, and all debts due to either of the constituent corporations on whatever account, as well for stock subscriptions as all other choses in action, and all and every other interest of or belonging to either of constituent corporations shall be taken by and deemed to be transferred to and vested in the surviving corporation without further act or deed; and all property and every other interest shall be as effectually the property of the surviving corporation as it was of the respective constituent corporations, and the title to any real estate or any interest, whether vested by deed or otherwise, in either of the 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 the property of either of the constituent corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective constituent corporations shall attach to the surviving corporation, and may be enforced against it to the same extent as if the debts, liabilities, obligations and duties had been incurred or contracted by it. Any action or proceeding pending by or against either of the constituent corporations may be prosecuted to judgment as if the merger had not taken place, or the surviving corporation may be submitted in place of either of the constituent corporations. The parties respectively agree that from time to time, when requested by the surviving corporation or by its successors or assigns, they will execute and deliver or cause to be executed and delivered all deeds and instruments, and will take or cause to be taken all further or other action, as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation or its successors or assigns title to and possession of all the property and rights and otherwise carry out the intent and purposes of this agreement.

Article IX.

Conduct of Business by Constituent Corporations

Prior to the merger date NY shall conduct its business in its usual and ordinary manner, and shall not enter into any transaction other than in the usual and ordinary course of such business except as provided. Without limiting the generality of the above NY shall not, except as otherwise consented to in writing by FL, or as otherwise provided in this agreement:

(1) Issue or sell any shares of its capital stock in addition to those outstanding on this date, except shares issued pursuant to rights or options outstanding at that date;

(2) Issue rights to subscribe to or options to purchase any shares of its stock in addition to those outstanding on this date;

(3) Amend its certificate of incorporation or its bylaws;

(4) Repurchase any of its outstanding stock or by any other means transfer any of its funds to its shareholders either selectively or rateably, in return for value or otherwise, except as salary or other compensation in the ordinary or normal course of business;

(5) Undertake or incur any obligations or liabilities except current obligations or liabilities in the ordinary course of business and except for liabilities for fees and expenses in connection with the negotiation and consummation of the merger in amounts to be determined after the merger date;

(6) Mortgage, pledge, subject to lien or otherwise encumber any realty or any tangible or intangible personal property;

(7) Sell, assign or otherwise transfer any tangible assets of whatever kind, or cancel any claims, except in the ordinary course of business;

(8) Sell, assign, or otherwise transfer any trademark, trade name, patent or other intangible asset;

(9) Default in performance of any material provision of any material contract or other obligation;

(10) Waive any right of any substantial value; or

(11) Purchase or otherwise acquire any equity or debt security of another corporation except to realize on an otherwise worthless debt.

Article X.

Warranties of the Constituent Corporations

NY covenants, represents and warrants to FL that:

(1) It and each of its subsidiaries is on the date of this agreement and will be on the merger date (a) a corporation duly organized and existing and in good standing under the laws of the jurisdiction in which it is incorporated, (b) duly authorized under its certificate of incorporation, as amended to date, and under applicable laws, to engage in the business carried on by it, and (c) it or its subsidiaries are fully qualified to do business in all states where it or they own or lease plants;

(2) All federal, state and local tax returns required to be filed by it, or by any of its subsidiaries, on or before the merger date will have been filed, and all taxes shown to be required to be paid on or before the merger date will have been paid;

(3) It and each of its subsidiaries will use its best efforts to collect the accounts receivable owned by it on or prior to the merger date and will follow its past practices in connection with the extension of any credit prior to the merger date;

(4) All fixed assets owned by it or any of its subsidiaries and employed in their respective businesses are of the type, kind and condition appropriate for their respective businesses and will be operated in the ordinary course of business until the merger date;

(5) All leases now held by it are now and will be on the merger date in good standing and not voidable or void by reason of any default whatsoever;

(6) It has not been represented by any broker in connection with the transaction contemplated, except as it has advised FL in writing; and

(7) Its board of directors has, subject to the authorization and approval of its stockholders, authorized and approved the execution and delivery of this agreement, and the performance of the transactions contemplated by this agreement.

NY, in addition to other action, which it has covenanted, represented, and warranted to FL that it will take, will also

(1) Use its best efforts to preserve its business organization intact, to keep available to FL the present officers and employees of NY, and to preserve for FL the relationships of NY with suppliers and customers and others having business relations with NY; and

FL covenants, represents and warrants to NY that:

(1) FL is a corporation duly organized and existing and in good standing under the laws of the State of Florida and has the corporate power to own its properties and to carry on its business as now being conducted; and

(2) Its board of directors has, subject to the authorization and approval of its stockholders, authorized and approved the execution and delivery of this agreement, and the performance of the transactions contemplated by this agreement.

Article XI.

Consummation of Merger

If the merger contemplated is completed, all expenses incurred in consummating the plan of merger shall, except as otherwise agreed in writing between the constituent corporations, be borne by the surviving corporation. If the merger is not completed, each of the constituent corporations shall be liable for, and shall pay, the expenses incurred by it.

Notwithstanding shareholder authorization and at any time prior to the filing, the filing and recording of this agreement may be deferred from time to time by mutual consent of the respective boards of directors of each of the constituent corporations, and, to the extent provided in (a), (b), (c) and (d) below, the merger may be abandoned:

(a) By the mutual consent of the respective boards of directors of each of the constituent corporations;

(b) At the election of the board of directors of FL, if (i) demands by shareholders for appraisal of their shares of NY common stock have been received from the holders of Twenty-Five (25) percent or more of the outstanding shares or (ii) in the judgment of board any judgment is rendered relating to any legal proceeding not commenced and the existence of the judgment will or may materially affect the rights of either constituent corporation to sell, convey, transfer or assign any of its assets or materially interfere with the operation of its business, renders the merger impracticable, undesirable or not in the best interests of its shareholders; or

(c) At the election of the board of directors of either constituent corporation if:

(1) The warranties and representations of the other constituent corporation contained in this agreement shall not be substantially accurate in all material respects on and as of the date of election; or the covenants contained of the other constituent corporation shall not have been

performed or satisfied in all material respects; or

(2) This agreement shall not have been approved by the requisite votes of shareholders of the constituent corporations on or before December 31, 2015; or

(3) The taking of any steps necessary to effect the merger by either of the constituent corporations shall be permanently or temporarily enjoined by a court having jurisdiction.

(d) If the merger date shall not have occurred by 5:00 p.m. December 31, 2015 then, at the option of the board of directors of FL it may be deferred to a date on or after January 31, 2016. If the merger date shall not have occurred by 5:00 p.m. February 28, 2016 then, at the option of the board of directors of either constituent corporation the merger may be abandoned.

In the event of the abandonment of the merger pursuant to the foregoing provisions, this agreement shall become void and have no effect, without any liability on the part of either of the constituent corporations or its shareholders or directors or officers in respect of this merger except the obligation of each constituent corporation to pay its own expenses as provided in this Article XI.

Article XII.

Resident Agent

The respective names of the county and the city within the county in which the principal office of the surviving corporation is to be located in the State of Florida, the street and number of the principal office, the name of the registered agent will, as of the merger date, be as set forth in article second of the certificate of incorporation of the surviving corporation.

Article XIII.

Right to Amend Certificate of Incorporation

The surviving corporation reserves the right to amend, alter, change or repeal its certificate of incorporation in the manner now or later prescribed by statute or otherwise authorized by law; and all rights and powers conferred in the certificate of incorporation on shareholders, directors or officers of the surviving corporation, or any other person, are subject to this reserved power.

Article XIV.

Miscellaneous

1. The representations and warranties contained in Article X of this agreement and any liability of one constituent corporation to the other for any default under the provisions of Articles IX or X of this agreement, shall expire with, and be terminated and extinguished by, the merger under this agreement on the merger date.

2. To enable FL to coordinate the activities of NY into those of FL on and after the merger date, NY shall, before the merger date, afford to the officers and authorized representatives of FL free and full access to the plants, properties, books and records of NY, and the officers of NY will furnish FL with financial and operating data and other information as to the business and properties of NY and its subsidiaries as FL shall from time to time reasonably request. FL shall, before the merger date, afford to the officers and authorized representatives of NY such access, and FL's officers will furnish such data and information to NY, as may be reasonably required by NY for the preparation of its proxy statement in connection with the meeting of shareholders to be called pursuant to section 1 of Article I of this agreement. FL and NY agree that, unless and until the merger contemplated by this agreement has been consummated, FL and NY and their officers and representatives will hold in strict confidence all data and information obtained from one another as long as it is not in the public domain, and if the merger provided for is not consummated as contemplated, FL and NY will each return to the other party all data as the other party may reasonably request.

3. For the convenience of the parties and to facilitate the filing or recording of this agreement, any number of counterparts may be executed and each executed counterpart shall be deemed to be an original instrument.

In witness, the directors, or a majority of them, of each of the constituent corporations have duly subscribed their names to this agreement under the corporate seal of their respective corporation, all as of the day and year first written above.

M & N PARTNERS INC., a Florida Corporation

BY: 

Myril L. Kaplan
VP and Director

BY: 

Norman I. Newman
President and Director

M & N PARTNERSHIP LTD, a New York Corporation

BY: 

Myril L. Kaplan
VP and Director

BY: 

Norman I. Newman
President and Director