

P990000067965

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H11000297722 3)))



H110002977223ABC+

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

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

EXPIRATION DATE

12-31-11

From:

Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 222-1092
Fax Number : (850) 878-5368

2011 DEC 16 AM 9:41
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

**MERGER OR SHARE EXCHANGE
THIRTY-SIXTH STREET ASSOCIATES, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	10
Estimated Charge	\$183.75

RE-SUBMIT

Please retain original filing
date of submission 12-16-11

PP
12/21/11

RECEIVED

11 DEC 20 AM 8:27

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE

12-31-11

FILED

2011 DEC 16 AM 9:41

**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

**ARTICLES OF MERGER
OF
DACRA DESIGN ASSOCIATES, INC.,
DESIGN DISTRICT ASSOCIATES, INC.,
MIAMI AVENUE ASSOCIATES, INC.
and
HALF-CIRCLE PROPERTY, INC.,
WITH AND INTO
THIRTY-SIXTH STREET ASSOCIATES, INC.**

These Articles of Merger (the "Articles of Merger") provide for the merger of:

Dacra Design Associates, Inc., a Florida corporation (the "Non-Surviving Corporation 1");

Design District Associates, Inc., a Florida corporation (the "Non-Surviving Corporation 2");

Miami Avenue Associates, Inc., a Florida corporation (the "Non-Surviving Corporation 3"); and

Half-Circle Property, Inc., a Florida corporation (the "Non-Surviving Corporation 4" and, together with Non-Surviving Corporation 1, Non-Surviving Corporation 2 and Non-Surviving Corporation 3, collectively the "Non-Surviving Corporations" and each a "Non-Surviving Corporation")

with and into:

Thirty-Sixth Street Associates, Inc., a Florida corporation (the "Surviving Corporation").

Pursuant to the requirements of Section 607.1105 of the Florida Business Corporation Act (the "Florida Act"), the Non-Surviving Corporations and the Surviving Corporation hereby state and certify as follows:

ARTICLE I: PLAN OF MERGER

Attached as Exhibit A hereto is the Agreement and Plan of Merger (the "Plan of Merger") between the Non-Surviving Corporations and the Surviving Corporation, pursuant to which the Non-Surviving Corporations shall merge with and into the Surviving Corporation, with the Surviving Corporation emerging as the surviving corporation (the "Merger").

ARTICLE II: EFFECTIVE DATE

The Merger of the Non-Surviving Corporations with and into the Surviving Corporation shall become effective on the later to occur of the filing of these Articles of Merger with the

Secretary of State of the State of Florida or at 11:59 P.M. (Eastern Time) on December 31, 2011 (the "Effective Date").

ARTICLE III: ADOPTION OF PLAN OF MERGER

The Plan of Merger was duly and unanimously authorized, approved and adopted by the Board of Directors and the sole shareholder of the Surviving Corporation, by written consent thereto, dated as of December 14, 2011, in accordance with Section 607.1103 of the Florida Act.

The Plan of Merger was duly and unanimously authorized, approved and adopted by the Board of Directors and the sole shareholder of each of the Non-Surviving Corporations, by written consent thereto, dated as of December 14, 2011, in accordance with Section 607.1103 of the Florida Act.

These Articles of Merger may be executed in separate counterparts or counterpart signature pages, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument. A facsimile or PDF of a signature to these Articles of Merger shall be deemed and treated for all purposes of execution to be valid as an original signature thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger as of December 14, 2011.

NON-SURVIVING CORPORATIONS:

DACRA DESIGN ASSOCIATES, INC., a Florida corporation

By: _____
Craig Robins, President

DESIGN DISTRICT ASSOCIATES, INC., a Florida corporation

By: _____
Craig Robins, President

MIAMI AVENUE ASSOCIATES, INC., a Florida corporation

By: _____
Craig Robins, President

HALF-CIRCLE PROPERTY, INC., a Florida corporation

By: _____
Craig Robins, President

SURVIVING CORPORATION:

THIRTY-SIXTH STREET ASSOCIATES, INC., a Florida corporation

By: _____
Craig Robins, President

*[Signature page to Articles of Merger of Dacra Design Associates, Inc.,
Design District Associates, Inc., Miami Avenue Associates, Inc. and Half-Circle Property, Inc.
with and into Thirty-Sixth Street Associates, Inc.]*

EXHIBIT "A"

PLAN OF MERGER

(Attached hereto and made a part hereof.)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") relates to the merger of each of Dacra Design Associates, Inc., a Florida corporation (the "Non-Surviving Corporation 1"), Design District Associates, Inc., a Florida corporation (the "Non-Surviving Corporation 2"), Miami Avenue Associates, Inc., a Florida corporation (the "Non-Surviving Corporation 3"), Half-Circle Property, Inc., a Florida corporation (the "Non-Surviving Corporation 4" and, together with Non-Surviving Corporation 1, Non-Surviving Corporation 2 and Non-Surviving Corporation 3, collectively the "Non-Surviving Corporations" and each a "Non-Surviving Corporation") with and into Thirty-Sixth Street Associates, Inc., a Florida corporation (the "Surviving Corporation").

WHEREAS, each Non-Surviving Corporation and the Surviving Corporation wish to enter into an agreement and plan of merger pursuant to which each Non-Surviving Corporation will merge with and into the Surviving Corporation and the Surviving Corporation will be the surviving corporation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below, the parties agree as follows:

1. Non-Surviving Corporation. The name and jurisdiction of formation of each Non-Surviving Corporation are as follows:

<u>Name of Corporation</u>	<u>State of Formation</u>
Dacra Design Associates, Inc.	Florida
Design District Associates, Inc.	Florida
Miami Avenue Associates, Inc.	Florida
Half-Circle Property, Inc.	Florida

2. Surviving Corporation: The name and jurisdiction of formation of the Surviving Corporation are as follows:

<u>Name of Corporation</u>	<u>State of Formation</u>
Thirty-Sixth Street Associates, Inc.	Florida

3. The Merger. Subject to the terms and conditions of this Agreement and in accordance with Section 607.1101 of the Florida Business Corporation Act (the "Florida Act"), on the Effective Date, as hereinafter defined, each Non-Surviving Corporation shall merge with and into the Surviving Corporation (the "Merger"). Upon consummation of the Merger, the separate existence of each Non-Surviving Corporation shall cease and the Surviving Corporation shall be the surviving corporation in the Merger.

4. Effective Date and Time of the Merger. The Merger shall become effective on the later to occur of the filing of the Articles of Merger with the Secretary of State of the State of Florida or at 11:59 P.M. (Eastern Time) on December 31, 2011 (the "Effective Date").

5. Cancellation of Outstanding Shares and Assumption of Obligations. As of the Effective Date, by virtue of the Merger and without any action on the part of the Surviving Corporation or the Non-Surviving Corporations:

(a) All outstanding shares of the Non-Surviving Corporations existing immediately before the Effective Date, and any right to acquire any shares or other equity securities therein, shall be cancelled and retired and cease to exist, without any conversion thereof;

(b) All outstanding debt instruments and other obligations of each Non-Surviving Corporation, if any, shall convert to debt instruments and obligations, respectively, of the Surviving Corporation. All assets and property of each Non-Surviving Corporation, if any, shall become assets and property, respectively, of the Surviving Corporation.

(c) All outstanding shares of the Surviving Corporation existing immediately prior to the Effective Date, and any right to acquire any shares or other equity securities therein, shall remain and continue to exist. Each shareholder of the Surviving Corporation shall hold the same number of outstanding shares immediately prior to the Effective Date and immediately after the Merger;

6. Effects of the Merger. At and after the Effective Date, the Merger shall have the effects set forth in 607.1106 of the Florida Act.

7. Articles of Incorporation of the Surviving Corporation and Bylaws. As of the Effective Date, the Articles of Incorporation of the Surviving Corporation will not differ from its Articles of Incorporation, immediately prior to the Merger. The Bylaws of the Surviving Corporation as in effect on the Effective Date shall be the bylaws of the Surviving Corporation after the Effective Date.

8. Compliance Agreement. Each Non-Surviving Corporation shall from time to time, as and when requested by the Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

9. Termination. This Agreement may be terminated at any time prior to the Effective Date, whether prior to or after approval by any party's respective board of directors or shareholders, effective upon and pursuant to the written consent of the board of directors or shareholders of the Surviving Corporation and all of the Non-Surviving Corporations.

10. Effect of Termination. If this Agreement is terminated as provided in Section 9 above, this Agreement shall forthwith become void and have no effect, without liability of any kind being attributed to the Surviving Corporation or the Non-Surviving Corporations, or any of their respective officers, directors or shareholders, as applicable.

11. Amendment. This Agreement may not be amended except by an instrument signed by each party hereto approved by each party's respective board of directors, subject, however, to the limitations set forth in Section 607.1103(8) of the Florida Act.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile or PDF of a signature to this Agreement shall be deemed and treated for all purposes of execution to be as valid as an original signature thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 14th day of December, 2011.

NON-SURVIVING CORPORATIONS:

DACRA DESIGN ASSOCIATES, INC., a Florida corporation

By: _____
Craig Robins, President

DESIGN DISTRICT ASSOCIATES, INC., a Florida corporation

By: _____
Craig Robins, President

MIAMI AVENUE ASSOCIATES, INC., a Florida corporation

By: _____
Craig Robins, President

HALF-CIRCLE PROPERTY, INC., a Florida corporation

By: _____
Craig Robins, President

SURVIVING CORPORATION:

THIRTY-SIXTH STREET ASSOCIATES, INC., a Florida corporation

By: _____
Craig Robins, President

[Signature page to Agreement and Plan of Merger of Dacra Design Associates, Inc., Design District Associates, Inc., Miami Avenue Associates, Inc. and Half-Circle Property, Inc. with and into Thirty-Sixth Street Associates, Inc.]