

## Florida Department of State

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

Certificate of Status	0
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ARTICLES OF MERGER  
OF  
MCCRORY DESIGN ASSOCIATES, INC.  
AND  
OAK PLAZA ASSOCIATES, INC.,  
WITH AND INTO  
THIRTY-SIXTH STREET ASSOCIATES, INC.,  
a Florida corporation

P99-6282

P02-43790

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

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

Oak Plaza Associates, Inc., a Florida corporation ("Non-Surviving Corporation 2") and, together with Non-Surviving Corporation 1, 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") by and between the Non-Surviving Corporation 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 filing of these Articles of Merger with the Secretary of State of the State of Florida.

**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 January 26, 2022, 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 in accordance with Section 607.1103 of the Florida Act.

These Articles 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.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the Merging Entity and the Surviving Entity have caused these Articles to be signed this 26 day of JAN., 2022.

**NON-SURVIVING CORPORATIONS:**

**MCCRORY ASSOCIATES, INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Name: Craig Robins  
Title: President

**OAK PLAZA ASSOCIATES, INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Name: Craig Robins  
Title: President

**SURVIVING CORPORATION:**

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

By: \_\_\_\_\_  
Name: Craig Robins  
Title: President

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

*[See attached.]*

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4.

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") relates to the merger of each of McCrory Design Associates, Inc., a Florida corporation ("Non-Surviving Corporation 1") and Oak Plaza Associates, Inc. ("Non-Surviving Corporation 2", and, together with Non-Surviving Corporation 1, collectively the "Non-Surviving Corporations" and each, a "Non-Surviving Corporation"), with and into Thirty-Six 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 agreement 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>
McCrory Design Associates, Inc.	Florida
Oak Plaza Associates, 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-Six 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"), at the Effective Date (as hereinafter defined), each Non-Surviving Corporation shall merge (the "Merger") with and into the Surviving Corporation. 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 as of the filing of Articles of Merger by the Surviving Corporation with the Secretary of State of the State of Florida (the "Effective Date").

5. Cancellation of Outstanding Shares and Assumption of Obligations.

(a) All outstanding shares of the Non-Surviving Corporations existing immediately prior to the Effective Date, and any right to acquire any shares or other equity securities therein, shall, by virtue of the Merger, and without any action on the part of the holder thereof, or consideration being tendered thereto, 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 a shareholder interest therein, shall, by virtue of the Merger, and without any action on the part of the holder thereof, 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 Section 607.1106 of the Florida Act.

7. Articles of Incorporation and Bylaws. As of the Effective Date, the Articles of Incorporation of the Surviving Corporation, will not differ from its Articles of Incorporation as in effect 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.

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. If this Agreement is terminated as set forth in this Section, 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.

10. 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.

11. 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 26 day of JAN., 2022.

**NON-SURVIVING CORPORATIONS:**

**MCCRORY ASSOCIATES, INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Name: Craig Robins  
Title: President

**OAK PLAZA ASSOCIATES, INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Name: Craig Robins  
Title: President

**SURVIVING CORPORATION:**

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

By: \_\_\_\_\_  
Name: Craig Robins  
Title: President

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