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EXAMINER



200136505422

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

08 OCT - 3 AM 9:35

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

B. KOHR

OCT - 6 2008

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 745535 5029428

AUTHORIZATION :

COST LIMIT : \$ 50.00

FILED
08 OCT -3 AM 9:35
TALLAHASSEE, FLORIDA

ORDER DATE : October 2, 2008

ORDER TIME : 5:03 PM

ORDER NO. : 745535-015

CUSTOMER NO: 5029428

ARTICLES OF MERGER

File
2

ROUSE-MIAMI, LLC

INTO

THE ROUSE COMPANY OF FLORIDA,
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Cindy Harris

EXAMINER'S INITIALS: _____

Certificate of Merger
For
Florida Limited Liability Company

FILED
08 OCT -3 AM 9:35
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>
Rouse-Miami, LLC	Delaware	LLC
M 02040001323		

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>
The Rouse Company of Florida, Florida LLC		LLC

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:

October 2, 2008 (For accounting purposes) _____

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:

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 entitles 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:

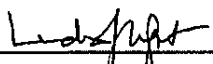
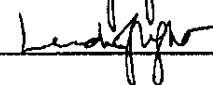
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) 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:
Rouse Miami, LLC		Linda J. Wight
The Rouse Company of Florida, LLC		Linda J. Wight

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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**AGREEMENT AND PLAN OF MERGER
OF
ROUSE-MIAMI, LLC
WITH AND INTO
THE ROUSE COMPANY OF FLORIDA, LLC**

THIS AGREEMENT OF MERGER (the "Agreement") is dated October 2, 2008 by and between Rouse-Miami, LLC, a Delaware limited liability company (the "Merging Company") and The Rouse Company of Florida, LLC, a Florida limited liability company ("Rouse Florida"). The Merging Company and Rouse-Florida are hereinafter sometimes collectively referred to as "Constituent Entities".

WITNESSETH

WHEREAS, Rouse Florida owns all of the outstanding membership units of the Merging Company; and

WHEREAS, the managers and sole member of each of the Merging Company and Rouse Florida have determined that it is advisable that the Merging Company be merged with and into Rouse Florida (the "Merger") and have approved the Merger on the terms and subject to the conditions hereinafter set forth in accordance with the applicable provisions of the laws of the states of Delaware and Florida permitting the Merger.

NOW THEREFORE, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter set forth, the parties hereby agree as follows:

ARTICLE I

1.1 *Merger.* The Merging Company shall be merged with and into Rouse Florida, in accordance with the applicable provisions of the laws of the states of Delaware and Florida. The separate existence of the Merging Company shall thereupon cease and Rouse Florida shall be the surviving company (the "Surviving Company").

1.2 *Effect of Merger.* The Merger shall become effective on October 2, 2008 (the "Effective Date").

ARTICLE II

2.1 *Articles of Organization.* The Articles of Organization of the Surviving Company as in effect on the Effective Date shall be and constitute the Articles of Organization of the Surviving Company until the same shall be properly altered, amended or repealed.

2.2 *Operating Agreement.* The Operating Agreement of the Surviving Company as in effect on the Effective Date shall be and constitute the Operating Agreement of the Surviving Company until the same shall be properly altered, amended or repealed.

ARTICLE III

3.1 *Conversion of Membership Interests.* The manner and basis of converting the membership interests of the Constituent Entities as of the Effective Date shall be as follows:

(a) All of the membership interests of the Surviving Company issued and outstanding immediately prior to the Effective Date shall remain unchanged as the membership interests of the Surviving Company.

(b) All of the membership interests of the Merging Company, which are solely owned by the Surviving Company, immediately prior to the Effective Date, shall thereupon be cancelled.

ARTICLE IV

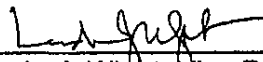
4.1 *Member Approval.* This Agreement has been approved by all of the managers and sole member of each of the Merging Company and the Surviving Company.

4.2 *Governing Law.* This Agreement shall be governed by the laws of the State of Florida.

* * * * *

IN WITNESS WHEREOF, each of the Constituent Entities,
pursuant to authority given by resolutions adopted by their managers and sole
members, respectively, have caused this Agreement to be executed in its name
by its duly authorized officer as of the day and year aforesaid.

THE ROUSE COMPANY OF FLORIDA, LLC

By: 
Linda J. Wight, Vice President

ROUSE-MIAMI, LLC

By: 
Linda J. Wight, Vice President