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(Requestor's Name)

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PICK-UP WAIT MAIL

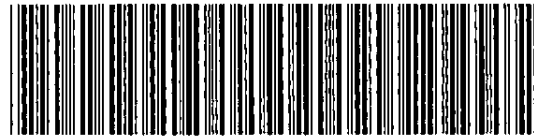
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B. KOHR
DEC - 9 2009
EXAMINER

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: Kim Weidenbach

DATE: 12/09/09

REF. #: 000150.115844

CORP. NAME: 2701 LEJEUNE, LLC into: PONTE GADEA GABLES, LLC

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- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 532893 FOR \$ 80.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
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| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

**CERTIFICATE OF MERGER
OF
2701 LEJEUNE, LLC
WITH AND INTO
PONTE GADEA GABLES, LLC**

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Pursuant to Section 608.4382 of the Florida Limited Liability Company Act (the "FLLCA"), PONTE GADEA GABLES, LLC, a Florida limited liability company ("Ponte Gadea"), hereby certifies the following information relating to the merger of 2701 LEJEUNE, LLC, a Florida limited liability company ("2701 Lejeune" and together with Ponte Gadea, the "Constituent Entities"), with and into Ponte Gadea, with Ponte Gadea surviving the merger (the "Merger");

FIRST: The name and jurisdiction of formation of each of Constituent Entity party to the Merger is as set forth below:

<u>Name</u>	<u>Jurisdiction of Formation</u>
Ponte Gadea Gables, LLC	Florida
2701 Lejeune, LLC.....	Florida

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SECOND: The Agreement and Plan of Merger (the "Merger Agreement"), dated December 9, 2009, by and among the Constituent Entities, setting forth the terms and conditions of the Merger is attached as Exhibit A hereto.

THIRD: The Merger Agreement was approved and acknowledged by each of the Constituent Entities in accordance with the provisions of Section 608.4382(b) of the FLLCA.

FOURTH: The name of the limited liability company surviving the Merger is PONTE GADEA GABLES, LLC (the "Surviving Entity").

FIFTH: The Merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, Ponte Gadea has caused this Certificate of Merger to be executed on this 9 day of December, 2009.

PONTE GADEA GABLES, LLC
By: Alina Rojas
Name: Alina Rojas
Title: V.P. of Finance

Exhibit A
Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Plan"), dated December 9, 2009, is by and between PONTE GADEA GABLES, LLC, a Florida limited liability company ("Ponte Gadea"), and 2701 LEJEUNE, LLC, a Florida limited liability company ("2701 Lejeune").

WITNESSETH:

WHEREAS, Ponte Gadea (the "Member") is the sole member of 2701 Lejeune; and

WHEREAS, the Member, and the member of Member, deem it advisable and in their respective best interests to effect the merger of 2701 Lejeune with and into Ponte Gadea (the "Merger") with Ponte Gadea as the surviving entity (the "Surviving Entity").

NOW, THEREFORE, in consideration for their mutual promises and intending to be legally bound hereby, the undersigned parties agree as follows:

1. **Constituent Entities.** The name and jurisdiction of formation of Ponte Gadea and 2701 Lejeune (collectively, the "Constituent Entities"), each of which are a party to the Merger is as set forth below:

<u>Name</u>	<u>Jurisdiction of Formation</u>
Ponte Gadea Gables, LLC	Florida
2701 Lejeune, LLC.....	Florida

2. **Terms and Conditions of Merger.** Pursuant to the applicable provisions of the Florida Limited Liability Company Act (the "FLLCA"): (a) 2701 Lejeune shall merge with and into the Surviving Entity; and (b) upon the filing of a Certificate of Merger with the Secretary of State of the State of Florida (the "Effective Time"), the separate existence of 2701 Lejeune shall cease, and the Surviving Entity shall continue to exist in accordance with the applicable provisions of the FLLCA.

3. **Articles of Organization; Operating Agreement.** The Articles of Organization and the Operating Agreement of the Surviving Entity at the Effective Time shall be the Articles of Organization and the Operating Agreement of the Surviving Entity and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the FLLCA.

4. **Effect of Merger.** At the Effective Time, the Surviving Entity shall possess all the assets of every description, and every interest in the assets, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of 2701 Lejeune, and all obligations belonging to or due to 2701 Lejeune shall be vested in the Surviving Entity without further act or deed. The Surviving Entity shall be liable for all the

obligations of 2701 Lejeune; any claim existing or action or proceeding pending by or against 2701 Lejeune may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the Surviving Entity may be substituted in its place; and all the rights of creditors of 2701 Lejeune shall be preserved unimpaired.

5. **Additional Actions.** Subject to the terms of this Plan, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Entity its right, title or interest in, to or under any of the rights, properties or assets of 2701 Lejeune acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger or otherwise to carry out this Plan, the manager of the Surviving Entity shall be authorized to execute and deliver, in the name and on behalf of 2701 Lejeune, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of 2701 Lejeune or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Entity or otherwise to carry out this Plan.

6. **Governing Law.** This Plan shall be governed by and construed and enforced under the laws of the State of Florida.

7. **Counterparts.** This Plan may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

8. **Entire Agreement.** This Plan, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

9. **Severability.** The provisions of this Plan are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Plan as of the date first written above.

PONTE GADEA GABLES, LLC

By:

Alina Rojas

Name:

Alina Rojas

Title:

V.P. of Finance

2701 LEJEUNE, LLC

By:

Alina Rojas

Name:

Alina Rojas

Title:

V.P. of Finance