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MERGER OR SHARE EXCHANGE
Brickell CitiCentre West LLC

Certificate of Status	1
Certified Copy	0
Page Count	06
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B. KOHR

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EXAMINER

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CERTIFICATE OF MERGER

OF

**BRICKELL CITICENTRE EAST LLC,
AND
BRICKELL CITICENTRE NORTH LLC,**

with and into

BRICKELL CITICENTRE WEST LLC

Dated May 23, 2012

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The following Certificate of Merger is submitted in accordance with Section 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>
Brickell CitiCentre East LLC	Florida	Limited Liability Company
Brickell CitiCentre North LLC	Florida	Limited Liability Company

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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>
Brickell CitiCentre West LLC	Florida	Limited Liability Company

THIRD: The attached Agreement and Plan of Merger was approved and executed by each domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

FOURTH: The effective date of the merger contemplated hereby shall be May 23, 2012 at 5:00 P.M. Eastern Standard Time.


[Signature page follows]

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MERGING PARTIES:

BRICKELL CITICENTRE EAST LLC, a
Florida limited liability company

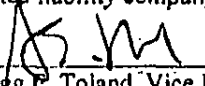
By: 
Gregg E. Toland, Vice President

BRICKELL CITICENTRE NORTH LLC, a
Florida limited liability company

By: 
Gregg E. Toland, Vice President

SURVIVING PARTY:

BRICKELL CITICENTRE WEST LLC, a
Florida limited liability company

By: 
Gregg E. Toland, Vice President

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

[See Attached]

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into effective as of May 23, 2012, by and among **BRICKELL CITICENTRE EAST LLC**, a Florida limited liability company, and **BRICKELL CITICENTRE NORTH LLC**, a Florida limited liability company, (hereinafter sometimes collectively referred to as the "Merged Companies"), and **BRICKELL CITICENTRE WEST LLC**, a Florida limited liability company (the "Surviving Company"). The Merged Companies and the Surviving Company hereinafter sometimes collectively referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, the parties desire that the Merged Companies merge with and into the Surviving Company in a manner which conforms to applicable laws of Florida; and

WHEREAS, the sole member of each of the Merged Companies and the sole member of the Surviving Company have, upon the terms and conditions stated herein, duly approved and authorized the Merger (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger**. At the Effective Time (as defined below), the Merged Companies shall merge with and into the Surviving Company in accordance with the laws of the State of Florida (the "Merger").
2. **Effective Date**. The Merger shall be effective as May 23, 2012 at 5:00 p.m. Eastern Standard Time (the "Effective Time").
3. **Rights of the Surviving Company**. The Merger shall have the effects set forth in Section 608.4383 of the Florida Limited Liability Company Act, F.S. 608 (the "Act").
4. **Certificate of Formation, Operating Agreement, Members of Surviving Company**. Upon the Effective Time: (a) the articles of organization of the Surviving Company as in effect immediately prior to the Effective Time shall continue as the Articles of Organization of the Surviving Company until thereafter amended or cancelled in the manner provided by law; (b) the Operating Agreement of the Surviving Company as in effect immediately prior to the Effective Time shall continue as the Operating Agreement of the Surviving Company until thereafter amended or terminated in the manner provided by law; and (c) the sole member of the Surviving Company shall remain the sole member of the Surviving Company.
5. **Authorization**. Prior to the Effective Time, each of the Constituent Entities shall take all such action (including, without limitation, obtaining the approval of this Agreement and the Merger by the sole member of each of the Constituent Entities) necessary to consummate the Merger.
6. **Membership Interests**. Upon the Effective Time, each then outstanding membership interest in the Merged Companies shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and cease to exist and no consideration shall be issued in respect thereof. Upon the Effective Time, each then outstanding membership interest in the Surviving Company shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to represent 100% of the outstanding membership interests of the Surviving Company.

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7. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

8. **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

9. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

10. **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. **Severability of Provisions.** The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

[Signature page follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

MERGING PARTIES:

BRICKELL CITICENTRE EAST LLC, a
Florida limited liability company

By: Gregg E. Toland
Gregg E. Toland, Vice President

BRICKELL CITICENTRE NORTH LLC, a
Florida limited liability company

By: Gregg E. Toland
Gregg E. Toland, Vice President

SURVIVING PARTY:

BRICKELL CITICENTRE WEST LLC, a
Florida limited liability company

By: Gregg E. Toland
Gregg E. Toland, Vice President