

L11 00006 7140

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.

((H11000281247 3)))



H110002812473ABC-

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

From: Account Name : GREENBERG TRAURIG (ORLANDO)  
Account Number : 103731001374  
Phone : (407) 418-2435  
Fax Number : (407) 420-5909

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

Email Address: jhoyos@relatedgroup.com

MERGER OR SHARE EXCHANGE  
PRH NE 28th Street LLC

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$50.00

B. KOHR

DEC 1 2011

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 NOV 30 PM 1:55

EXAMINER

Electronic Filing Menu Corporate Filing Menu Help

(((H11000281247 3)))

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
11 NOV 30 PM 1:55

**CERTIFICATE OF MERGER**

of

**28<sup>th</sup> & Biscayne, LLC**  
a Florida limited liability company

and

**PRH NE 28<sup>th</sup> Street LLC,**  
a Florida limited liability company

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>
28 <sup>TH</sup> & BISCAYNE, LLC	Florida	Limited Liability Company

L 11000076267

**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>
PRH NE 28 <sup>TH</sup> STREET 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 merger contemplated hereby shall be effective as of the date the Certificate of Merger is filed with the Florida Department of State.

*{Signature page follows}*

(((H11000281247 3)))

(((H11000281247 3)))

28<sup>TH</sup> & BISCAYNE, LLC, a Florida limited liability company

By: PRH INVESTMENTS, LLC, its sole Member

By: [Signature]  
Name: LITERY HOYOS  
Title: Vice President

PRH NE 28<sup>TH</sup> STREET LLC, a Florida limited liability company

By: PRH INVESTMENTS, LLC, its sole Member

By: [Signature]  
Name: matthew J. Allen  
Title: v.c.c. President

(((H11000281247 3)))

101

---

(((H11000281247 3)))

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

*[See Attached]*

(((H11000281247 3)))

(((H11000281247 3)))

**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into effective as of November 30, 2011, by and between 28<sup>th</sup> & BISCAYNE, LLC, a Florida limited liability company, (hereinafter sometimes referred to as the "Merged Entity"), and PRH NE 28<sup>TH</sup> STREET LLC, a Florida limited liability company (the "Surviving Entity"). The Merged Entity and the Surviving Entity are hereinafter sometimes referred to as the "Constituent Entities."

**WITNESSETH:**

WHEREAS, the parties desire that the Merged Entity merge into the Surviving Entity in a manner which conforms to the applicable laws of the State of Florida.

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

1. Merger. Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the Florida Limited Liability Company Act (the "LLC Act"), the Merged Entity shall merge with and into the Surviving Entity in accordance with Section 608.438, Florida Statutes (the "Merger").

2. Effective Date. A Certificate of Merger with respect to the Merger shall be executed, delivered and filed with the Florida Department of State in accordance with the provisions of the LLC Act. The Merger shall be effective as of the date the Certificate of Merger is filed with the Florida Department of State (the "Effective Date").

3. Rights of the Surviving Entity. Upon the Effective Date: (a) the Merged Entity and the Surviving Entity shall become a single limited liability company and the separate existence of the Merged Entity shall cease; (b) the Surviving Entity shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged Entity which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged Entity, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable; banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged Entity shall vest in the Surviving Entity without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged Entity shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Entity shall be subject to all the contractual restrictions, liabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 3, all limited liability company and partnership acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their members, managers, partners, committees elected or appointed by the managers, officers and agents, which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Entity as they were with respect to the Constituent Entities.

(((H11000281247 3)))

(((H11000281247 3)))

4. Articles of Organization; Operating Agreement; Members of Surviving Entity. From and after the Effective Date: (a) the Articles of Organization of the Surviving Entity shall continue as the Articles of Organization of the Surviving Entity; (b) the Operating Agreement of the Surviving Entity shall continue as the Operating Agreement of the Surviving Entity until terminated in the manner provided by law; and (c) the sole member of the Surviving Entity shall remain the sole member of the Surviving Entity.

5. Conversion of Interests. Upon the Effective Date, each then outstanding limited liability company interest of the Merged Entity 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.

6. 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.

7. 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.

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

9. 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.

10. 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.

11. Counterparts. This Agreement may be executed in multiple 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]

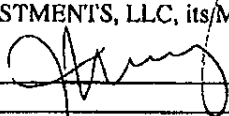
(((H11000281247 3)))

(((H11000281247 3)))

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

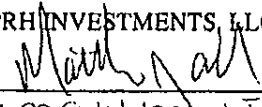
28<sup>TH</sup> & BISCAYNE, LLC, a Florida limited liability company

By: PRH INVESTMENTS, LLC, its Managing Member

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ JEFFERY HOYOS  
Vice President

PRH NE 28<sup>TH</sup> STREET LLC, a Florida limited liability company

By: PRH INVESTMENTS, LLC, its Managing Member

By:   
Name: Matthew J. Allen  
Title: Vice President

(((H11000281247 3)))