

L05000074037

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

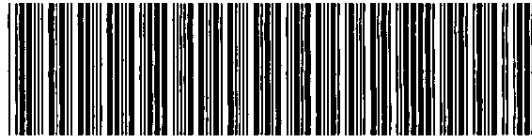
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FILED
12 DEC 28 AM 11:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

S. HAWKES

DEC - 2012

EXAMINER

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: ICC III-INTERNATIONAL CORPORATE CENTER, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Linda Larrea

Contact Person

Larrea & Ortega

Firm/Company

150 Alhambra Circle, Suite 950

Address

Coral Gables, Florida 33134

City, State and Zip Code

linda@lolaw.net

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Linda Larrea

at (**305**) **476-8701**

Name of Contact Person

Area Code and Daytime Telephone Number

Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

CERTIFICATE OF MERGER

of
METER VENTURE, LLC - L11-79701
(a Florida limited liability company)

with and into

ICC III - INTERNATIONAL CORPORATE CENTER, LLC
(a Florida limited liability company) L05-74037

pursuant to Section 608.4382
of the
Florida Limited Liability Company Act

Dated December 20, 2012

FILED
12 DEC 20 AM 11:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to and in accordance with the provisions of Section 608.4382 of the Florida Limited Liability Company Act (the "FLLCA"), the following Certificate of Merger is submitted to merge the following Florida Limited Liability Companies.

1. The name, entity type and jurisdiction for each of the **merging parties** are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
METER VENTURE, LLC	Florida	Limited Liability Company
ICC III - INTERNATIONAL CORPORATE CENTER, LLC	Florida	Limited Liability Company

2. The name, entity type and jurisdiction of the **surviving party** is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
ICC III - INTERNATIONAL CORPORATE CENTER, LLC	Florida	Limited Liability Company


3. Plan of Merger. That certain Agreement and Plan of Merger, dated as of, and effective as of, the same date as this Certificate, is attached hereto as Exhibit A.

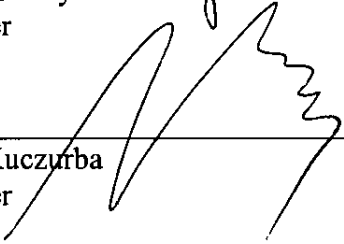
4. Approval of Plan. The attached Plan and Agreement of Merger has been approved and executed by each merging entity in accordance with the applicable provisions of the FLLCA.
5. Effective Date. The effective date of this merger shall be the date on which this Certificate of Merger is filed with the Department of State of the State of Florida.
6. Appraisal Rights. The surviving party has agreed to pay to any members with appraisal rights the amount to which such members are entitled under sections 608.4351 through 608.43595 of the FLLCA, if and to the extent such statutory provisions are applicable to this merger.
7. Counterparts; Facsimile Signatures. This certificate may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document. Facsimile or electronic signatures (including via email) shall be deemed originals for all purposes of this certificate.

[Signature page follows]

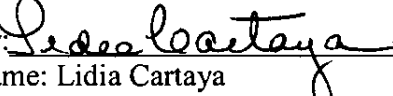
The undersigned have executed this Certificate of Merger as of the date first set forth above.

METER VENTURE, LLC

By: 
Name: Lidia Cartaya
Title: Manager

By: _____
Name: Dirk Kuczurba
Title: Manager 

ICC III – INTERNATIONAL CORPORATE CENTER, LLC

By: 
Name: Lidia Cartaya
Title: Manager

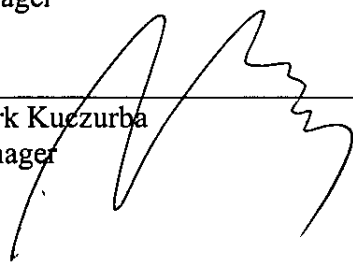
By: _____
Name: Dirk Kuczurba
Title: Manager 

Exhibit A

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Plan"), dated as of the Effective Time (as defined herein), is by and among **METER VENTURE, LLC**, a Florida limited liability company ("**MV**" or the "Disappearing Entity"), and **ICC III- INTERNATIONAL CORPORATE CENTER, LLC**, a Florida limited liability company ("**ICC**" or the "Surviving Entity"). **RVB INVESTMENTS CORPORATION**, a British Virgin Islands company ("**RVB**") has also joined in the execution and delivery of this Plan in its capacity as the sole member of the Disappearing and Surviving Entities.

WHEREAS, RVB is the sole member of MV and ICC;

WHEREAS, each of the parties to this Plan, and their respective managers and members, deem it advisable and in the best interest of each of the Disappearing Entity and the Surviving Entity to effect the merger of the Disappearing Entity into the Surviving Entity (the "Merger"), with ICC being 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. **Terms and Conditions of Merger.** Pursuant to the applicable provisions of the Florida Limited Liability Company Act (the "FLLCA"): (a) MV shall merge with and into the Surviving Entity; and (b) upon the filing of a Certificate of Merger with the Department of State of the State of Florida (the "Effective Time"), the separate existence of MV shall cease, and the Surviving Entity shall continue to exist in accordance with the applicable provisions of the FLLCA.

2. **Cancellation of MV Membership Interests; Continuation of Surviving Entity Membership Interests.** At the Effective Time, by virtue of the Merger:

a) all membership interests in MV issued and outstanding immediately prior to the Effective Time shall be deemed cancelled, automatically and without any further action of any person being required;

b) the membership interests of RVB in MV shall be deemed converted into membership interests in ICC, in the same proportion as their ownership percentages in MV (that is, 100%);

c) RVB shall continue to be the sole member of ICC;

d) the rights and duties of RVB shall be governed by the FLLCA, subject to this Plan and the Operating Agreement for the Surviving Entity.

3. **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 MV, and all such assets, interests, rights, privileges, immunities, powers, franchises and authority shall be vested in the Surviving Entity without further act or deed. The Surviving Entity shall be liable for all the obligations of each of MV; any claim existing or action or proceeding pending by or against any of MV 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 MV shall be preserved unimpaired.

4. **Members and Management Committee.** At the Effective Time, RVB shall continue to be the sole member ICC. At the Effective Time, the existing "Managers" of ICC shall continue to be the Managers, subject to the terms and conditions of Operating Agreement of the Surviving Entity.

5. **Officers.** The officers of ICC in office immediately preceding the Effective Time, if any, shall continue as its officers, until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Operating Agreement for the Surviving Entity.

6. **Amendment of Plan; Further Actions.** This Plan may be amended by a written instrument or agreement signed by ICC, at any time prior to the Effective Time. Lidia Cartaya and/or Dirk Kurczurba, as the Managers of ICC, shall also have the power, authority and right to sign any additional agreements or instruments, and to take subsequent actions, that they deem necessary or appropriate to carry out the purposes of this Plan. Such power, authority and right may be delegated to one or more other persons.

7. **Counterparts; Facsimile Signatures.** This Plan may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document. Facsimile or electronic signatures (including via email) shall be deemed originals for all purposes of this Plan.

[Signature page follows]

The undersigned have executed this Plan as of the date first set forth above.

METER VENTURE, LLC

By: *Lidia Cartaya*
Name: Lidia Cartaya
Title: Manager

By: _____
Name: Dirk Kuczuba
Title: Manager

ICC III - INTERNATIONAL CORPORATE CENTER, LLC

By: *Lidia Cartaya*
Name: Lidia Cartaya
Title: Manager

By: _____
Name: Dirk Kuczuba
Title: Manager

SECRET
TALLAHASSEE, FLORIDA
22 DEC 28 AM 11:44
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JOINDER

The undersigned hereby join in the execution of this Plan.

**RVB INVESTMENTS CORPORATION, a
British Virgin Islands corporation**

By: *Lidia Cartaya*
Name: Lidia Cartaya
Title: President