

Division of Corporations

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

PI7000003815

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MERGER OR SHARE EXCHANGE

Bowie Apartments, Inc.

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February 2, 2017

FLORIDA DEPARTMENT OF STATE
Division of Corporations

BOWIE APARTMENTS, INC.
1801 HEERMITAGE BOULEVARD, SUITE 100
TALLAHASSEE, FL 32308

SUBJECT: BOWIE APARTMENTS, INC.
REF: P17000003815

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The enclosed merger should be filed pursuant to 607.1009 when a Profit corporation is merging with "Other Business Entity".

Please correct your document to reflect that it is filed pursuant to the correct statute number.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

FAX Aud. #: H17000030474
Letter Number: 017A00002116

**STATE OF FLORIDA
ARTICLES OF MERGER BETWEEN
311 BOWIE LP, A DELAWARE LIMITED PARTNERSHIP AND
BOWIE APARTMENTS, INC., A FLORIDA CORPORATION**

These Articles of Merger are submitted in accordance with the Florida Business Corporation Act pursuant to Florida Statutes section 607.1109.

1. The name of the surviving entity is Bowie Apartments, Inc., which is a Florida corporation (the "Surviving Corporation").

2. The name of the only merging entity is 311 Bowie LP, which is a Delaware limited partnership (the "Merging Limited Partnership").

3. Attached to these articles is a true and correct copy of the Plan and Agreement of Merger (the "Plan") between the Merging Limited Partnership and the Surviving Corporation in the merger.

4. The merger shall be effective upon the filing of these Articles of Merger with the Florida Secretary of State.

5. The Plan was approved by the directors of the Surviving Corporation and the approval of the shareholders was not required pursuant to Florida Statutes section 607.1103(7).

6. The Plan was approved by the Merging Limited Partnership by all of its general partners and all of its limited partners in accordance with the requirements of Delaware law.

These Articles of Merger are duly executed by the Merging Limited Partnership and the Surviving Corporation as of January 31, 2017, through the signatures of their general partner and authorized officer, respectively.

The Merging Limited Partnership

311 Bowie LP, a Delaware limited partnership

By: Its general partner, Bowie Apartments GP,
LLC, a Delaware limited liability company

By: its manager, the State Board of Administration
of Florida, a body created under the laws of the State
of Florida, acting on behalf of the Florida Retirement
System Trust Fund, as defined in Florida Statutes
Section 121.021(36).

Approved as to legality:
By: [Signature]
Paul W. Groom II
Deputy General Counsel

By: [Signature]
Print Name: Ashbel C. Williams
Executive Director & CEO
Title: _____

[Signatures continued on next page]

[Continuation of signatures to Florida Articles of Merger of Bowie Apartments, Inc.]

The Surviving Corporation

Bowie Apartments, Inc., a Florida corporation

By:



Mark Faraldo, President

**PLAN AND AGREEMENT OF MERGER BETWEEN
311 BOWIE LP, A DELAWARE LIMITED PARTNERSHIP, AND
BOWIE APARTMENTS, INC., A FLORIDA CORPORATION**

1. **The Parties.** There are two parties to the merger:
 - a. 311 Bowie LP, a Delaware limited partnership (the Merging Entity), which is merging into the surviving entity; and
 - b. Bowie Apartments, Inc., a Florida corporation (the Surviving Entity), which is the survivor of the merger.
2. **Terms and Conditions.** The terms and conditions of the merger are:
 - a. Prior to the merger, the sole owner of all of the shares of the Surviving Entity is also the owner of all of the limited partner interests in the Merging Entity and is the owner of all of the equity interests in the sole general partner of the Merging Entity.
 - b. Accordingly, upon the merger the limited and general partner interests in the Merging Entity shall convert into the existing outstanding stock of the Surviving Entity, all of the assets and liabilities of the Merging Entity shall become assets and liabilities of the Surviving Entity, and no additional stock of the Surviving Entity will be issued.
 - c. No person holds any rights to acquire stock in the Surviving Entity or any rights to acquire partnership interests in the Merging Entity.
 - d. There are no amendments being made to the Articles of Incorporation of the Surviving Entity.
3. **Approval of Merging Entity.** This Plan and Agreement of Merger has been approved by all of the general partners and all of the limited partners of the Merging Entity.
4. **Approval of Surviving Entity.** This Plan and Agreement of Merger has been approved by the Board of Directors of the Surviving Entity and, pursuant to Florida Statutes section 607.1103(7), the plan is not required to be approved by the shareholders because the articles of incorporation of the surviving corporation will not differ from its articles before the merger and each shareholder of the surviving corporation whose shares were outstanding immediately prior to the effective date of the merger will hold the same number of shares, with identical designations, preferences, limitations, and relative rights, immediately after the merger.
5. **Service in Delaware.** As required by Del. C. § 17-211, which governs the Merging Entity, the Surviving Entity agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of the Merging Entity and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such action, suit or proceeding and specifying the address to which a copy of such process shall be mailed to it by the Secretary of State at:

State Board of Administration
1801 Hermitage Boulevard, Suite 100
Tallahassee, Florida 32308
Attention: Paul W. Groom II

6. **Effective Date.** The effective date of the merger shall be the date of the filing of the Articles of Merger with the Florida Secretary of State.

7. **Directors and Officers.** The persons who are the directors and officers of the Surviving Entity immediately prior to the effective date shall continue to be the Surviving Entity's directors and officers at and after the effective date until changed in accordance with the Surviving Entity's Articles and Bylaws and applicable law.

8. **Amendment; Termination and Abandonment.** This Plan and Agreement of Merger may be modified or amended in any manner at any time and from time to time prior to the filing of Articles of Merger with the Secretary of State of the State of Florida. Any modification or amendment to this Plan and Agreement of Merger must be made in writing and executed by the constituent entities. This Plan and Agreement of Merger may also be terminated and the Merger abandoned at any time prior to the filing of Articles of Merger with the Secretary of State of Florida by action taken by the Board of Directors of the Surviving Entity without any action by the Merging Entity.

9. **Further Assurances.** Upon the execution of this Plan and Agreement of Merger and thereafter, the Merging Entity and the Surviving Entity each agree to do such things as may be reasonably requested by the other in order to consummate more effectively or document the transactions contemplated by this Plan and Agreement of Merger or otherwise to carry out the purposes of this Plan and Agreement of Merger. If at any time the Surviving Entity shall consider or be advised that any further assignments or assurances or any things are necessary or desirable to vest in the Surviving Entity, in accordance with the terms of this Plan and Agreement of Merger, the title of any property or rights of the Merging Corporation, then the last general partner of the Merging Entity or the corresponding officers and directors of the Surviving Entity shall execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Entity.

10. **Number; Gender; Captions; Certain Definitions.** Whenever the context so requires, the singular number includes the plural, the plural includes the singular, and the gender of any pronoun includes the other genders. Titles and captions of or in this Plan and Agreement of Merger are inserted only as a matter of convenience and for reference and in no way affect the scope of this Merger Plan and Agreement or the intent of its provisions.

11. **Governing Law.** This Plan and Agreement of Merger is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida.

12. **Plan of Merger.** This Plan and Agreement of Merger shall constitute the "plan of merger" for purposes of the Florida Corporation Law and the Delaware Limited Partnership Act.

13. **Counterparts.** This Plan and Agreement of Merger may be executed by one or more of the parties on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery by any party of copies of executed counterparts hereof by telecopier or other electronic transmission shall constitute execution and delivery hereof by such party.

This Plan and Agreement of Merger is duly executed and entered into by the Merging Entity and the Surviving Entity as of January 31, 2017, through the signatures of their general partner and authorized officer, respectively.

The Merging Limited Partnership

311 Bowie, LP, a Delaware limited partnership

By: Its general partner, Bowie Apartments GP, LLC, a Delaware limited liability company

By: its manager, the State Board of Administration of Florida, a body created under the laws of the State of Florida, acting on behalf of the Florida Retirement System Trust Fund, as defined in Florida Statutes Section 121.021(36)

Approved as to legality:
By: [Signature]
Paul W. Groom II
Deputy General Counsel

By: [Signature]
Print Name: Ashbel C. Williams
Executive Director & CIO
Title: _____

The Surviving Corporation

Bowie Apartments, Inc., a Florida corporation

By: _____
Mark Faraldo, President

13. **Counterparts.** This Plan and Agreement of Merger may be executed by one or more of the parties on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery by any party of copies of executed counterparts hereof by telecopier or other electronic transmission shall constitute execution and delivery hereof by such party.

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By: its manager, the State Board of Administration of Florida, a body created under the laws of the State of Florida, acting on behalf of the Florida Retirement System Trust Fund, as defined in Florida Statutes Section 121.021(36)

By: _____

Print Name: _____

Title: _____

The Surviving Corporation

Bowie Apartments, Inc., a Florida corporation

By: Mark Faraldo
Mark Faraldo, President