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(City/State/Zip/Phone #)

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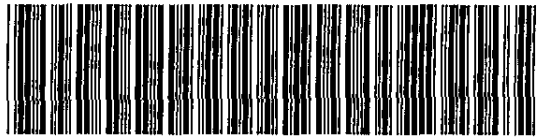
(Business Entity Name)

(Document Number)

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05 DEC -6 PM 1:48

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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**3320 SW 87<sup>TH</sup> AVENUE**

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TALLAHASSEE, FLORIDA

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**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. PARK PLACE DEVELOPMENT, LLC.  
(Corporation Name) (Document #)

2. \_\_\_\_\_  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

4. \_\_\_\_\_  
(Corporation Name) (Document #)

☒ Walk in

☒ Pick up time 2:00

☒ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

**NEW FILINGS**

☐ Profit

☐ Not for Profit

☒ Limited Liability

☐ Domestication

☐ Other

**AMENDMENTS**

☐ Amendment

☐ Resignation of R.A., Officer/Director

☐ Change of Registered Agent

☐ Dissolution/Withdrawal

☐ Merger

**OTHER FILINGS**

☐ Annual Report

☐ Fictitious Name

**REGISTRATION/QUALIFICATION**

☐ Foreign

☐ Limited Partnership

☐ Reinstatement

☐ Trademark

☐ Other

**Examiner's Initials**

**ARTICLES OF MERGER  
MERGING  
LP 210, L.C.C.  
WITH AND INTO  
PARK PLACE DEVELOPMENT, LLC.**

To Department of State

State of Florida

**FILED**  
05 DEC -6 PM 1:48  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 608.4382 of the Florida Limited Liability Company Act, the undersigned limited liability companies do hereby adopt and execute these Articles of Merger for the purpose of merging LP 210, L.L.C., a Delaware Limited liability company (the "Predecessor Company"), into Park Place Development, LLC, a Florida limited liability company (the "Surviving Company").

1. The plan of merger and the manner in which the exchange, classification or cancellation of issued Units shall be effected is as follows:

Each issued Unit of the Predecessor Company when the merger takes effect shall be converted into one (1) Unit of the Surviving Company. The issued Units of the Surviving Company shall not be converted or exchanged in any manner, but each said share which is issued as of the effective date of the merger shall continue to represent one issued share of the Surviving Company. Annexed hereto as Exhibit "A" and made a part hereof is the Plan of Merger.

2. The Plan of Merger was approved by each limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes, and was approved by each Member/Managing Member of each limited liability company that is a party to the merger pursuant to Florida Statute Section 608.4381(2).

3. The merger herein provided for shall be effective in the State of Florida upon the filing of these Articles of Merger with the Department of State of Florida.

4. The Plan of Merger was approved by the sole Member/Managing Member of the Predecessor Company and Surviving Company on December 1, 2005.

5. The name and business address of the sole Member/Managing Member of the Surviving Company is: Colgate Darden, 510 West Dilido Drive, Miami Beach, Florida 33139.

IN WITNESS WHEREOF, the undersigned limited liability companies have executed these Articles of Merger on the 1st day of December, 2005.

LP 210, L.L.C.

By: 

Colgate Darden, Sole Member/Managing Member

PARK PLACE DEVELOPMENT, LLC.

By: 

Colgate Darden, Sole Member/Managing Member

STATE OF FLORIDA )

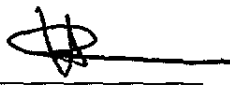
) SS:

COUNTY OF MIAMI-DADE )

On this 1st day of December, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Colgate Darden, who is to me known to be the person named as the sole Member/Managing Member, respectively, of both LP 210, L.L.C. and Park Place Development, LLC, in the foregoing Articles of Merger and who duly acknowledged to me that he executed such Articles of Merger as the sole Member/Managing Member of said companies.



James A Marx  
My Commission DD087772  
Expires March 13, 2008

  
Notary Public  
State of Florida

(Notarial Seal)

My Commission expires:

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**EXHIBIT "A"**

**AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER  
MERGING  
LP 210, L.L.C.  
INTO  
PARK PLACE DEVELOPMENT, LLC.

AGREEMENT (the "Agreement") dated as of December 1, 2005, by and among LP 210, L.L.C., a Delaware limited liability company ("LP 210"), and Park Place Development, LLC, a Florida limited liability company ("Park Place"), a Florida limited liability company.

RECITALS:

WHEREAS, Park Place is a wholly owned subsidiary of LP 210; and

WHEREAS, the sole member/managing member of Park Place and LP 210 has determined that it would be in the best interests of each such company for LP 210 to merge into Park Place upon the terms and subject to the conditions provided in this Agreement and have, by resolutions duly adopted and approved this Agreement, and directed that it be executed by the undersigned;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

*1. Merger and Organization.*

1.1 The Merger. The Effective Date of the Merger shall be the date of filing of the Articles of Merger with the Florida Department of State. Upon the Effective Date of the Merger, LP 210 shall merge into Park Place (such merger being herein referred to as the "Merger") upon the terms and conditions hereinafter set forth and in accordance with Florida Law.

1.2 Effect of Merger. The parties agree to the following provisions with respect to the Merger.

(a) Corporate Organization. The separate existence and corporate organization of LP 210 shall cease on the Effective Date and Park Place, as the surviving company (the "Surviving Company"), shall succeed to and possess all the rights, privileges, powers and franchises of a public as well as private nature and shall be subject to all the restrictions, disabilities and duties of LP 210, and all property, real, personal and mixed, and all debts due to LP 210 on whatever account as well as other things in action or belonging to LP 210 shall be vested in Park Place, and all rights of creditors of LP 210 and all liens upon any property of LP 210 shall be preserved unimpaired and all debts, liabilities and duties of LP 210 shall thenceforth attach to Park Place and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it, all without further act or deed, as provided in the Florida Law.

(b) Articles of Organization and Operating Agreement. From and after the Effective Date, the Articles of Organization and the Operating Agreement of Park Place as in effect on the

Effective Date shall be the Articles of Organization and Operating Agreement of the Surviving Company until amended in accordance with applicable law.

1.3 Filing. As soon as practicable following execution of this Agreement the sole member/managing member of LP 210 and the Surviving Company will cause Articles of Merger to be executed, acknowledged and filed with the Department of State of Florida as provided in the Florida Law.

1.4 Effective Date of Merger. The Merger shall become effective immediately upon the filing of Articles of Merger with the Department of State of Florida. The date and time of such filing is sometimes referred to herein as the "Effective Date".

**2. *Conversion of Units on the Effective Date.***

2.1 Conversion of Securities in the Merger. On the Effective Date, each Unit of LP 210 which is issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger, be converted into one Unit of the Surviving Company.

2.2 Rights of Former Holders. From and after the Effective Date, no holder of certificates which evidenced Units in LP 210 immediately prior to the Effective Date shall have any rights with respect to the Units evidenced by those certificates, other than to receive the Units of the Surviving Company pursuant to which such Units shall have been converted pursuant to the Merger.

2.3 Member Approval. The Merger has been approved by the sole member/managing member of LP 210 and the Surviving Company.

**3. *Miscellaneous.***

3.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

3.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed in such State, except insofar as Delaware law may apply to the Merger.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LP 210, L.L.C.

By: 

Colgate Darden, Sole Member/Managing Member

PARK PLACE DEVELOPMENT, LLC.

By: 

Colgate Darden, Sole Member/Managing Member