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STATE CASE

0001/007

Division of Corporations

Page 1 of 1

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MERGER OR SHARE EXCHANGE CSMB Condominium, LLC

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EXAMINER

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WHITE & CASE

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**ARTICLES OF MERGER
OF
C/CSMP ASSOCIATES, LTD.
C/CSMB GP, INC.
CSMB ASSOCIATES, LTD.
CSMB GP, INC.
WITH AND INTO
CSMB CONDOMINIUM, LLC**

2010 APR 30 AM 11:31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 608.4382 et seq. of the Florida Statutes, the undersigned hereby certify that:

FIRST: The name, street address of its principal office, jurisdiction and entity type for each merging party are as follows:

C/CSMB ASSOCIATES, LTD. 200 S. Biscayne Boulevard, Ste 4900 Miami, FL 33131 Florida Doc No. A04000000378	Florida	Limited Partnership
C/CSMB GP, INC. 200 S. Biscayne Boulevard, Ste 4900 Miami, FL 33131 Florida Doc No. P04000041495	Florida	Corporation
CSMB ASSOCIATES, LTD. 200 S. Biscayne Boulevard, Ste 4900 Miami, FL 33131 Florida Doc No. A04000000362	Florida	Limited Partnership
CSMB GP, INC. 200 S. Biscayne Boulevard, Ste 4900 Miami, FL 33131 Florida Doc No. P04000040527	Florida	Corporation

SECOND: The name, street address, jurisdiction and entity type of the surviving entity is:

CSMB CONDOMINIUM, LLC 200 S. Biscayne Boulevard, Ste 4900 Miami, FL 33131 Florida Doc No. L04000024918	Florida	Limited Liability Company
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THIRD: The attached Plan of Merger was approved by each domestic corporation, limited liability company and limited partnership that is a party to the merger in accordance with the applicable provisions of Chapter 607, 608 and/or 620, Florida Statutes.

FOURTH: The Merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.

* * *

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IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the each of the parties hereto by their respective authorized representatives as of December 3, 2009.

CSMB CONDOMINIUM, LLC

By: K. Lawrence Gragg
K. Lawrence Gragg, Authorized Representative

CSMB GP, INC.

By: K. Lawrence Gragg
K. Lawrence Gragg, Vice President

C/CSMB GP, INC.

By: K. Lawrence Gragg
K. Lawrence Gragg, Vice President

CSMB ASSOCIATES, LTD.

By: CSMB GP, INC., General Partner

By: K. Lawrence Gragg
K. Lawrence Gragg, Vice President

C/CSMB ASSOCIATES, LTD.

By: C/CSMB GP, INC., General Partner

By: K. Lawrence Gragg
K. Lawrence Gragg, Vice President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 31, 2009 (the "Agreement"), by and among CSMB CONDOMINIUM, LLC, a Florida limited liability company (the "Company" or "Surviving Company"), and C/CSMB ASSOCIATES, LTD., CSMB ASSOCIATES, LTD., each a Florida limited partnership (together, the "Constituent Partnerships"), C/CSMB GP, INC., and CSMB GP, INC., each a Florida corporation (together, the "Constituent Corporations"); the Constituent Partnerships and the Constituent Corporations, collectively, the "Merging Parties").

AGREEMENT

WHEREAS, each of Armando Codina ("A. Codina") and Margarita Codina ("M. Codina") currently own, directly or indirectly, 50% of the partnership interests in the Constituent Partnerships (the "Partnership Interests") and own, directly or indirectly 50% of the outstanding shares of stock of each of the Constituent Corporations (the "Stock"); and

WHEREAS, the Company and each of the Merging Parties deem it in its best interest to merge the Constituent Corporations and the Constituent Partnerships with and into the Company (the "Merger")

The A. Codina and M. Codina have determined that it is advisable and in the best interests of the Merging Parties and the Company, respectively, for the Merging Parties to merge with and into the Company upon the terms and conditions herein provided.

In consideration of the mutual covenants set forth in this Agreement and Plan of Merger, the parties agree as follows:

1. On the Effective Date (as defined in paragraph 6 below), in accordance with the provisions of this Agreement and Plan of Merger and the provisions of the Florida Limited Liability Company Act, the Merging Parties shall be merged with and into the Company, which shall be the surviving entity, and the separate existence of the Merging Parties shall cease. The Company, as the Surviving Company, shall possess and retain every interest in all assets and properties of every description and wherever located of Merging Parties. The rights, privileges, immunities, powers, franchises and authority, public as well as private, of the Merging Parties shall be vested in the Surviving Company without any further action required on the part of either the Constituent Corporations, the Constituent Partnerships or the Company. All obligations due to the Constituent Corporations or the Constituent Partnerships shall be vested in the Surviving Company without any further action required on the part of either Constituent Corporations, the Constituent Partnerships or the Company. The Surviving Company shall be liable for all of the obligations of Constituent Corporations and the Constituent Partnerships existing as of the Effective Date.

2. The Articles of Organization of the Company as in effect on the Effective Date shall remain in effect and be the Articles of Organization of the Surviving Company.

3. The Operating Agreement of the Company as in effect on the Effective Date shall remain in effect and be the Operating Agreement of the Surviving Company.

4. The officers of the Company at the Effective Date shall be the officers, of the Surviving Company, until their successors shall have been elected or appointed, as the case may be, and, duly qualified.

5. On the Effective Date, by virtue of the Merger and without any further act, all Stock shall be cancelled and all Partnership Interests shall be cancelled and each of A. Codina and M. Codina will become the owner of 50% of the membership interests in the Company.

6. The Merger shall become effective on the day that the Articles of Merger has been filed with the Secretary of State of Florida (the "Effective Date").

7. The general partners of Constituent Partnerships, the President of the Constituent Corporations and an authorized representative of the Surviving Company, respectively, are duly authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement and Plan of Merger or of the Merger.

8. All company acts, plans, policies, approvals and authorizations of the Company's members and managers and their officers and agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect thereto..

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement and Plan of Merger have been executed on behalf of the each of the parties hereto by their respective authorized representatives as of December 31, 2009.

CSMB CONDOMINIUM, LLC

By: K. Lawrence Gragg
K. Lawrence Gragg, Authorized
Representative

CSMB GP, INC.

By: K. Lawrence Gragg
K. Lawrence Gragg, Vice President

C/CSMB GP, INC.

By: K. Lawrence Gragg
K. Lawrence Gragg, Vice President

CSMB ASSOCIATES, LTD.

By: CSMB GP, INC., General Partner

By: K. Lawrence Gragg
K. Lawrence Gragg, Vice President

C/CSMB ASSOCIATES, LTD.

By: C/CSMB GP, INC., General Partner

By: K. Lawrence Gragg
K. Lawrence Gragg, Vice President