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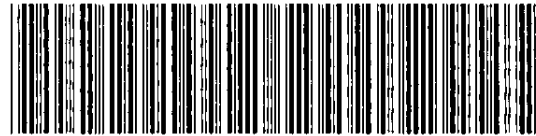
(Business Entity Name)

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B. KOHR

NOV 5 2009

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 179194 4305329

AUTHORIZATION

COST LIMIT : \$ 50.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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ORDER DATE : November 5, 2009

ORDER TIME : 10:40 AM

ORDER NO. : 179194-005

CUSTOMER NO: 4305329

ARTICLES OF MERGER

RUBIN ALASKA INVESTMENTS LLC

INTO

RUBIN ALASKA INVESTMENTS LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Kimberly Moret

EXAMINER'S INITIALS: _____

FILED
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DIVISION OF CORPORATIONS
09 NOV -5 PM 4:17

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 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>
Rubin Alaska Investments LLC	Florida	LLC
Rubin Alaska Investments LLC	Delaware	LLC

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>
Rubin Alaska Investments LLC	Delaware	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

Corporation Service Company

2711 Centerville Road, Suite 400

Wilmington, DE 19808

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: Corporation Service Company

2711 Centerville Road, Suite 400

Wilmington, DE 19808

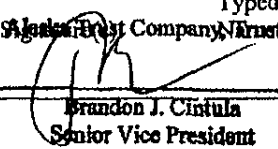
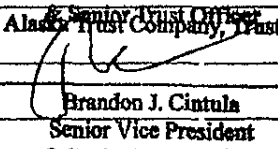
Mailing address: Corporation Service Company

2711 Centerville Road, Suite 400

Wilmington, DE 19808

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Typed or Printed Signature of Individual:
Rubin Alaska Investments LLC	 Brandon J. Cintula Senior Vice President
Rubin Alaska Investments LLC	 Brandon J. Cintula Senior Vice President & Senior Trust Officer Alaska Trust Company, Trustee

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: For each Limited Liability Company: \$25.00
 For each Corporation: \$35.00
 For each Limited Partnership: \$52.50
 For each General Partnership: \$25.00
 For each Other Business Entity: \$25.00

Certified Copy (optional): \$30.00

PLAN OF MERGER

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>
Rubin Alaska Investments LLC	Florida	LLC
Rubin Alaska Investments LLC	Delaware	LLC

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>
Rubin Alaska Investments LLC	Delaware	LLC

THIRD: The terms and conditions of the merger are as follows:

SEE ATTACHED AGREEMENT AND PLAN OF MERGER

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

SEE ATTACHED AGREEMENT AND PLAN OF MERGER

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

SEE ATTACHED AGREEMENT AND PLAN OF MERGER

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

SEE ATTACHED AGREEMENT AND PLAN OF MERGER

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

SEE ATTACHED AGREEMENT AND PLAN OF MERGER

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER approved as of NOV. 4, 2009 by and between RUBIN ALASKA INVESTMENTS LLC ("Rubin Florida LLC"), a limited liability company organized under the laws of the State of Florida, and RUBIN ALASKA INVESTMENTS LLC ("Rubin Delaware LLC"), a limited liability company organized under the laws of the State of Delaware.

1. Nature of Agreement. Rubin Florida LLC and Rubin Delaware LLC shall, pursuant to the provisions of Chapter 608 of the Florida Statutes and the Limited Liability Company Act of the State of Delaware, be merged with and into a single limited liability company, to wit, Rubin Delaware LLC, which shall be the surviving entity and which is sometimes hereinafter referred to as the "Surviving Entity", and which shall continue to exist as said surviving entity under its present name pursuant to the provisions of the Limited Liability Company Act of the State of Delaware.

2. Terms and Conditions of Merger; Mode of Carrying It Into Effect

2.1 Effective Date. The effective date of the merger herein provided shall be November 5, 2009.

2.2 Effect of Merger. Except as herein otherwise specifically set forth, the identity, existence, purposes, powers, franchises, rights and immunities of Rubin Delaware LLC shall continue unaffected and unimpaired by the merger, and the identity, existence, purposes, powers, franchises, rights and immunities of Rubin Florida LLC shall be merged into the Surviving Entity and Rubin Delaware LLC shall be fully vested therewith. The separate existence of Rubin Florida LLC, which is sometimes hereinafter referred to as the "Terminating Entity", shall cease upon the effective date of the merger in accordance with the provisions of Chapter 608 of the Florida Statutes and the Limited Liability Company Act of the State of Delaware.

3. Certificate of Formation. The Certificate of Formation of the Surviving Entity as of the effective date of the merger shall be the Certificate of Formation of said Surviving Entity and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the Limited Liability Company Act of the State of Delaware.

4. Operating Agreement. The Operating Agreement of the Surviving Entity as of the effective date of the merger shall be the Operating Agreement of said Surviving Entity and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Limited Liability Company Act of the State of Delaware.

5. Manner of Converting LLC Interests in Terminating Entity Into Interests in Surviving Entity. Inasmuch as the ownership of the Terminating Entity and the Surviving Entity are the same, no change shall be made in the membership interests of the Sole Member of the Surviving Entity as a result of the merger herein provided for.

6. Transfer of Rights, Etc. Upon the effective date of the merger, all rights, privileges, power, franchises and interests, public or private, of all of the property, real, personal and mixed, all

debts due on whatever account to the Terminating Entity, all things and causes of action, belonging to the Terminating Entity, and all and every other interest shall be taken and deemed to be transferred to and vested and shall vest in the Surviving Entity, without further act or deed, as effectually as they were vested in the Terminating Entity and all claims, demands, property and every other interest shall be as effectually the property of the Surviving Entity as they were of the Terminating Entity, the title to any real estate, vested in the Terminating Entity by deed or otherwise, shall not revert or be in any way impaired by reason of the merger; all rights of creditors and all liens upon the property of the Terminating Entity shall be preserved and unimpaired, and all debts, liabilities, restrictions and duties of the Terminating Entity shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if they had been incurred or contracted by it. Any action or proceeding pending by or against the Terminating Entity may be prosecuted to judgment, which shall bind the Surviving Entity or the Surviving Entity may be proceeded against or substituted in place of the Terminating Entity.

7. Procedure. The merger of the Terminating Entity with and into the Surviving Entity shall be authorized in the manner prescribed by the laws of the State of Florida and the State of Delaware and the Agreement and Plan of Merger herein made and approved has been submitted to the Sole Member of the Terminating Entity and the Sole Member of the Surviving Entity for their approval or rejection in the manner prescribed by the provisions of Chapter 608 of the Florida Statutes and the Limited Liability Company Act of the State of Delaware.

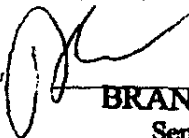
8. Further Assurances. The Terminating Entity and the Surviving Entity hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Florida and the State of Delaware, and they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger. The Sole Member of the Terminating Entity and the Sole Member of the Surviving Entity, respectively, are hereby 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 herein provided for.

IN WITNESS WHEREOF, RUBIN FLORIDA LLC has caused this Agreement and Plan of Merger to be signed by its Sole Member and RUBIN DELAWARE LLC has caused this Agreement to be signed by its Sole Member the day and year first above written.

RUBIN ALASKA INVESTMENTS LLC

ALASKA TRUST COMPANY, in its
capacity as Trustee of The Rubin 2000 Alaska
Trust, Sole Member of RUBIN ALASKA
INVESTMENTS LLC

By



BRANDON J. CINTULA
Senior Vice President
& Senior Trust Officer

RUBIN ALASKA INVESTMENTS LLC

ALASKA TRUST COMPANY, in its
capacity as Trustee of The Rubin 2000 Alaska
Trust, Sole Member of RUBIN ALASKA
INVESTMENTS LLC

By



BRANDON J. CINTULA

Senior Vice President
& Senior Trust Officer