

W07000036132

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MERGER OR SHARE EXCHANGE

Portfolio Property Management Global, LLC

Certificate of Status	0
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DEC 29 2008

EXAMINER

**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>
Portfolio Property Management of California, LLC	Florida 107-36164	Limited Liability Company
PPM Parking Management Global, LLC	Florida 107-68454	Limited Liability Company
Portfolio Property Management of Michigan, LLC	Michigan	Limited Liability Company
PPM Parking Management of Michigan, LLC	Michigan	Limited Liability Company

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>
Portfolio Property Management Global, LLC	Florida 107-36132	Limited Liability Company

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:

December 31, 2008 at 11:59 pm

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:

N/A

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:

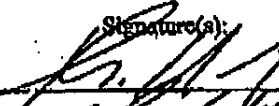
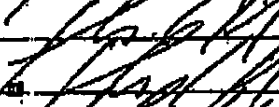
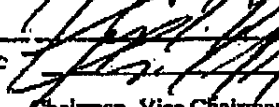
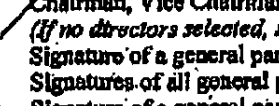
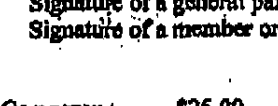
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: N/A

Mailing address:

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:	Signature(s):	Typed or Printed Name of Individual:
Portfolio Property Management of California, LLC		Chauncey C. Mayfield
PPM Parking Management Global, LLC		Chauncey C. Mayfield
Portfolio Property Management of Michigan, LLC		Chauncey C. Mayfield
PPM Parking Management of Michigan, LLC		Chauncey C. Mayfield
Portfolio Property Management Global, LLC		Chauncey C. Mayfield

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

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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>
Portfolio Property Management of California, LLC	Florida LO7-36164	Limited Liability Company
PPM Parking Management Global, LLC	Florida LO7-68454	Limited Liability Company
Portfolio Property Management of Michigan, LLC	Michigan	Limited Liability Company
PPM Parking Management of Michigan, LLC	Michigan	Limited Liability Company

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>
Portfolio Property Management Global, LLC	Florida LO7-36132	Limited Liability Company

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

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

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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)

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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)

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, made as of December 22, 2008, is among

- (a) Portfolio Property Management of Michigan, LLC ("Michigan LLC"), a Michigan limited liability company,
 - (b) PPM Parking Management of Michigan, LLC ("Michigan Parking LLC"), a single member Michigan limited liability company,
 - (c) Portfolio Property Management of California, LLC ("California LLC"), a Florida limited liability company,
 - (d) PPM Parking Management Global, LLC ("Florida Parking LLC"), a single member Florida limited liability company (the foregoing four entities each a "Merging LLC" and collectively, the "Merging LLCs"), and
 - (e) Portfolio Property Management Global, LLC ("PPM Global LLC" or the "Surviving LLC"), a Florida limited liability company,
- and joined in by all the members of each such entity.

WHEREAS, the Florida Limited Liability Company Act (the "FLLCA"), Fla. Stat. §608.438(1)(2), permits the merger of one or more domestic or foreign limited liability companies with and into a domestic limited liability company.

WHEREAS, the Michigan Limited Liability Company Act (the "MLLCA"), Mich. Comp. Laws §450.4705(1), permits the merger of a domestic limited liability company with and into a foreign limited liability company, if permitted by the law of the jurisdiction under which such foreign limited liability company is organized.

WHEREAS, (i) Florida Parking LLC and its sole member, (ii) California LLC and all of its members, (iii) Michigan Parking LLC and its sole member, and (iv) Michigan LLC and all of its members hereby unanimously approve the merger of their respective Merging LLC into PPM Global LLC in accordance with this Agreement and Plan of Merger, the FLLCA and the MLLCA, and to consolidate the ownership of the properties and other assets owned by the respective Merging LLC into PPM Global LLC.

WHEREAS, PPM Global LLC and all of its members hereby unanimously approve the merger of all of the Merging LLCs into PPM Global LLC in accordance with this Agreement and Plan of merger, the FLLCA, and the MLLCA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Pursuant to this Agreement and Plan of Merger, effective on December 31, 2008 at 11:59pm (the "Effective Date"), each of the Merging LLCs is to be and is, without any further documents, filings or other actions, merged (the "Merger") with and into PPM Global LLC upon the terms and conditions hereinafter set forth. It is agreed that PPM Global LLC shall be the resulting and surviving entity for purposes of the FLLCA and the MLLCA, as the successor

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under the FLLCA to California LLC and Florida Parking LLC, and as the successor under the MLLCA to Michigan LLC and Michigan Parking LLC, and PPM Global LLC shall be the continuation thereof. As of the Effective Date, the separate existence of each of the Merging LLCs shall cease.

2. Upon the Effective Date, the interests of the five members of the Surviving LLC shall be the same as their respective interests in that same entity immediately prior to the Merger.

In addition, since (i) each of the five members' percentage interest in Michigan LLC prior to the Merger is the same as their respective percentage interest in PPM Global LLC prior to the Merger, and (ii) each of the five members' percentage interest in California LLC prior to the Merger is the same as their respective percentage interest in PPM Global LLC prior to the Merger, therefore, the respective percentage interests of each of the five members in Michigan LLC and California LLC will, upon the Effective Date, be converted into their respective member interests in PPM Global LLC.

Further, since the sole member of Michigan Parking LLC, namely Michigan LLC, will merge with and into PPM Global LLC, upon the Effective Date, the interest that Michigan LLC holds in Michigan Parking LLC will be included as part of the interests held by the five members of PPM Global LLC in the same percentages they hold interests in PPM Global LLC (and also formerly held interests in Michigan LLC).

Also, since Florida Parking LLC will merge with and into its sole member, namely PPM Global LLC, upon the Effective Date, the interest that PPM Global LLC holds in Florida Parking LLC will be included as part of the interests held by the five members of PPM Global LLC in the same percentages they hold interests in PPM Global LLC.

3. An appropriate Certificate of Merger shall be filed with the Secretary of State of the State of Florida (the "Florida Merger Certificate"), as required by the FLLCA, Fla. Stat. §608.4382(1), and an appropriate Certificate of Merger shall be filed with the Secretary of State of the State of Michigan (the "Michigan Merger Certificate"), as required by the MLLCA, Mich. Comp. Laws §450.4703. Each Certificate of Merger shall specify December 31, 2008 at 11:59pm to be the effective date of the merger.

4. No changes to the articles or organization of the Surviving LLC are contemplated by this Agreement and Plan of Merger.

5. No changes to the management of the Surviving LLC are contemplated by this Agreement and Plan of Merger. The manager of the Surviving LLC is Chauncey C. Mayfield, at 1126 S. Federal Highway, Suite 183, Ft. Lauderdale, FL 33316.

6. Pursuant to the Merger and applicable law of the States of Florida and Michigan, as of the Effective Date, each Merging LLC shall and does hereby transfer, assign and convey to PPM Global LLC all of its rights, privileges, powers and franchises and all property and assets, real and personal, tangible and intangible, of every kind, nature and description, and wherever

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CLERK
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ATTORNEY GENERAL
JUDGE
CLERK OF COURT
CLERK OF SUPERIOR COURT
CLERK OF DISTRICT COURT
CLERK OF COUNTY COURT
CLERK OF JUDICIAL CIRCUIT
CLERK OF APPELLATE COURT
CLERK OF SUPREME COURT
CLERK OF U.S. DISTRICT COURT
CLERK OF U.S. COURT OF APPEALS
CLERK OF U.S. SUPREME COURT

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located, all of which shall be vested in and held and enjoyed by PPM Global LLC from and after the Effective Date, and PPM Global LLC shall simultaneously therewith assume and/or take, and does hereby so assume and take, each Merging LLC's assets and property subject to all liens, liabilities, encumbrances, restrictions, disabilities, duties and obligations to which they are subject or by which the respective Merging LLC was bound. To the extent permitted by applicable law, such conveyance and assumption shall be evidenced solely by the Certificates of Merger, without further act or deed of either party hereto. The filing of the Certificates of Merger shall be conclusive evidence of the consummation of the aforesaid Merger and of the transfer, assignment and conveyance, and the assumption of all of the assets and liabilities, of each Merging LLC to and by PPM Global LLC.

All liens, encumbrances and other duties and obligations as to any property of the Merging LLCs shall be preserved unimpaired, and all such liens and encumbrances and all other debts, liabilities, duties and other obligations of the Merging LLCs shall attach to and may be enforced against PPM Global LLC and/or its properties to the same extent as if such debt, liabilities, duties and other obligations had been incurred or contracted by it.

Each of the parties hereto agrees to execute such other documents, agreements and other instruments and to take such other actions as are requested by the other party hereto in order to fully evidence and effectuate the purposes of this Agreement and Plan of Merger. Each of the Merging LLCs hereby grants and shall be deemed to grant to the Surviving LLC an irrevocable power of attorney, coupled with an interest, to execute, file and record, as appropriate, all certificates, deeds, assignments and other assurances, and to take and do any and all other acts necessary or proper, to transfer, assign, convey or otherwise to vest, perfect or otherwise to confirm title to and possession of all of the properties, rights and other assets of each of the Merging LLCs in the Surviving LLC, and otherwise to do any such acts and execute, file and record such other instruments as may be necessary, convenient or desirable to carry out the purposes and intent of this Agreement and Plan of Merger.

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7. This Agreement and Plan of Merger shall be governed by and interpreted in accordance with the laws of the State of Florida, and contains the entire understanding of the parties with respect to the subject matter hereof and may not be amended, modified, altered or varied except by an agreement in writing executed by all of the parties.

8. The effectiveness of this Agreement and Plan of Merger is subject to the consent and joinder hereto by the member(s) in each Merging LLC and the members in PPM Global LLC.

9. This Agreement and Plan of Merger, and the Consent and Joinder which is a part hereof, may be executed in counterparts, each of which counterparts shall be deemed an original of this Agreement and Plan of Merger and the Consent and Joinder and shall constitute one and the same instrument notwithstanding that not all parties have executed the same counterpart.

IN WITNESS WHEREOF, the parties hereto hereby approve and execute this Agreement and Plan of Merger, under seal, in any number of counterpart copies, each of which counterpart copy shall be deemed an original for all purposes, as of the day and year first above written.


Chauncey C. Mayfield

In his capacity as:

Manager and Member of Portfolio Property Management Global, LLC
Manager and Member of Portfolio Property Management of California, LLC
Manager and Member of Portfolio Property Management of Michigan, LLC
Manager of PPM Parking Management of Michigan, LLC
Manager of PPM Parking Management Global, LLC


Marsha L. Bass

In her capacity as:

Member of Portfolio Property Management Global, LLC
Member of Portfolio Property Management of California, LLC
Member of Portfolio Property Management of Michigan, LLC


Alicia M. Diaz

In her capacity as:

Member of Portfolio Property Management Global, LLC
Member of Portfolio Property Management of California, LLC
Member of Portfolio Property Management of Michigan, LLC


W. Bruce Matthews

In his capacity as:

Member of Portfolio Property Management Global, LLC
Member of Portfolio Property Management of California, LLC
Member of Portfolio Property Management of Michigan, LLC


Blair Ackman

In his capacity as:

Member of Portfolio Property Management Global, LLC
Member of Portfolio Property Management of California, LLC
Member of Portfolio Property Management of Michigan, LLC

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Consent and Joinder
to
Agreement and Plan of Merger
Dated as of December 23, 2008
between

PORTFOLIO PROPERTY MANAGEMENT OF MICHIGAN, LLC ("Michigan LLC"),
PPM PARKING MANAGEMENT OF MICHIGAN, LLC ("Michigan Parking LLC"),
PORTFOLIO PROPERTY MANAGEMENT OF CALIFORNIA, LLC ("California LLC"),
PPM PARKING MANAGEMENT GLOBAL, LLC ("Florida Parking LLC")
and
PORTFOLIO PROPERTY MANAGEMENT GLOBAL, LLC ("PPM Global LLC")

The undersigned, being the members of Michigan LLC, the members of Michigan Parking LLC, the members of California LLC, the members of Florida Parking LLC, and the members of PPM Global LLC, hereby acknowledge and consent to the aforesaid Agreement and Plan of Merger.

By: 

Name: Chauncey C. Mayfield, as a Member of:
Portfolio Property Management of Michigan, LLC
Portfolio Property Management of California, LLC
Portfolio Property Management Global, LLC

By: 

Name: Marsha L. Bass, as a Member of:
Portfolio Property Management of Michigan, LLC
Portfolio Property Management of California, LLC
Portfolio Property Management Global, LLC

By: 

Name: Alicia M. Diaz, as a Member of:
Portfolio Property Management of Michigan, LLC
Portfolio Property Management of California, LLC
Portfolio Property Management Global, LLC

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By: 

Name: W. Barry Matthews, as a Member of:
Portfolio Property Management of Michigan, LLC
Portfolio Property Management of California, LLC
Portfolio Property Management Global, LLC

By: 

Name: Blair Ackman, as a Member of:
Portfolio Property Management of Michigan, LLC
Portfolio Property Management of California, LLC
Portfolio Property Management Global, LLC

Portfolio Property Management of Michigan, LLC, as sole member of
PPM Parking Management of Michigan, LLC

By: 

Name: Chauncey C. Mayfield
Title: Manager

Portfolio Property Management Global, LLC, as sole member of
PPM Parking Management Global, LLC

By: 

Name: Chauncey C. Mayfield
Title: Manager

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