

# Florida Department of State Division of Corporations Electronic Filing Cover Sheet

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## MERGER OR SHARE EXCHANGE Treo III, LLC

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B. BOSTICK

NOV 30 2012

## ARTICLES OF MERGER

OF

TREC 1111, LLC

WITH AND INTO

TREC 1111, LLC

Pursuant to the provisions of Section 608.438 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:

Trec 1111, LLC  
2950 SW 27<sup>th</sup> Avenue, Suite 300  
Miami, FL 33133  
Florida Doc No. L08000084175

Florida

limited liability company

L08000084175

Trec 1111, LLC  
2950 SW 27<sup>th</sup> Avenue, Suite 300  
Miami, FL 33133  
Florida Doc No. None

Delaware

limited liability company

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

Trec 1111, LLC  
2950 SW 27<sup>th</sup> Avenue, Suite 300  
Miami, FL 33133

Delaware

limited liability company

**THIRD:** The Plan of Merger is attached.

**FOURTH:** The Plan of Merger was adopted on November 29, 2012, by the sole member of the Surviving Entity and the Merging Entity.

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

\* \* \*

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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PLAN OF MERGER  
OF  
TREQ 1111, LLC  
a Florida limited liability company  
WITH AND INTO  
TREQ 1111, LLC  
a Delaware limited liability company

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SECRETARY OF FLORIDA  
TALLAHASSEE, FLORIDA

This Agreement and Plan of Merger dated as of November 26, 2012, is made by and between TREQ 1111, LLC, a limited liability company organized and existing under the laws of the State of Florida (the "TREQ FL"), and TREQ 1111, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "TREQ DE" or the "Surviving Company"), pursuant to the provisions of Section 608.438 of the Florida Statutes and Section 18-209, Delaware Limited Liability Company Act.

RECITALS

WHEREAS, TREQ TALLAHASSEE, LLC, a limited liability company organized and existing under the laws of the State of Florida (the "Member"), owns 100% of the of the membership interests (the "Interests") in each of TREQ FL and TREQ DE; and

WHEREAS, the Member deems it in its best interest to merge the TREQ FL Company with and into TREQ DE (the "Merger") and, incident to the Merger, all of the Interests of the TREQ FL shall be cancelled. Each of the parties hereto wishes to set forth in this Agreement and Plan of Merger the terms and conditions of the Merger, the mode of carrying the Merger into effect, the manner and basis of transferring all assets and properties of every description and wherever located of TREQ FL and its rights, privileges, immunities, powers, franchises and authority, public as well as private, and such other terms and conditions as may be required or desired and permitted. The Member of the TREQ FL and the Surviving Company deem the Merger desirable and in the best interests of the Member and Member has, by unanimous consent in writing, adopted and approved this Agreement and Plan of Merger.

AGREEMENT

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 5 below), in accordance with the provisions of this Agreement and Plan of Merger and the provisions of the Florida Limited Liability Company Act and the Delaware Limited Liability Company Act, TREQ FL shall be merged with and into the TREQ DE, which shall be the Surviving Company, and the separate

existence of the TREO FL shall cease. TREO DE, as the Surviving Company, shall possess and retain every interest in all assets and properties of every description and wherever located of the TREO FL. The rights, privileges, immunities, powers, franchises and authority, public as well as private, of TREO FL shall be vested in the Surviving Company without further act. All obligations due to TREO FL shall be vested in the Surviving Company without further act. The Surviving Company shall be liable for all of the obligations of TREO FL existing as of the Effective Date.

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

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

4. On the Effective Date, by virtue of the Merger and without any further act, all membership interests in TREO FL shall be cancelled.

5. The Merger shall become effective on the day that the Articles of Merger for the Merger have been filed with the Secretary of States of Florida and Delaware (the "Effective Date").

6. The Manager of TREO FL and Manager of the Surviving Company, respectively, are 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.

7. The name and address of the member of the Surviving Company is:

TREO III, LLC  
2950 SW 27<sup>th</sup> Avenue, Suite 300  
Miami, FL 33133

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PALM BEACH, FLORIDA

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