

L090006 84942

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SEP 14 2012
T. HAMPTON

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: 000174.172767

DATE: 09/13/12

REF. #: 000174.172767

CORP. NAME: BLOCK 55, LLC merging into: HOLLYWOOD CIRCLE, LLC

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> FOREIGN QUALIFICATION | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | | |
| <input type="checkbox"/> OTHER: | | |

STATE FEES PREPAID WITH CHECK# 100969 FOR \$ 80.00

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ COST LIMIT: \$ _____

PLEASE RETURN:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> CERTIFIED COPY | <input type="checkbox"/> CERTIFICATE OF GOOD STANDING | <input type="checkbox"/> PLAIN STAMPED COPY |
| <input type="checkbox"/> CERTIFICATE OF STATUS | | |

Examiner's Initials

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DIVISION OF CORPORATIONS
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CERTIFICATE OF MERGER

of
BLOCK 55, LLC
(a Florida limited liability company)

with and into

HOLLYWOOD CIRCLE, LLC
(a Florida limited liability company)

pursuant to Section 608.4382
of the
Florida Limited Liability Company Act

Dated September 13, 2012

Pursuant to and in accordance with the provisions of Section 608.4382 of the Florida Limited Liability Company Act (the "FLLCA"), the following Certificate of Merger is submitted to merge the following Florida Limited Liability Companies.

1. The name, entity type and jurisdiction for each of the merging parties are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
BLOCK 55, LLC	Florida	Limited Liability Company - L03000052287
HOLLYWOOD CIRCLE, LLC	Florida	Limited Liability Company

2. The name, entity type and jurisdiction of the surviving party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
HOLLYWOOD CIRCLE, LLC	Florida	Limited Liability Company - L09000084942

3. Plan of Merger. That certain Agreement and Plan of Merger, dated as of, and effective as of, the same date as this Certificate, is attached hereto as Exhibit A.
4. Approval of Plan. The attached Plan and Agreement of Merger has been approved and executed by each merging entity in accordance with the applicable provisions of the FLLCA.


5. Effective Date. The effective date of this merger shall be the date on which this Certificate of Merger is filed with the Department of State of the State of Florida.
6. Appraisal Rights. The surviving party has agreed to pay to any members with appraisal rights the amount to which such members are entitled under sections 608.4351 through 608.43595 of the FLLCA, if and to the extent such statutory provisions are applicable to this merger.
7. Counterparts; Facsimile Signatures. This certificate may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document. Facsimile or electronic signatures (including via email) shall be deemed originals for all purposes of this certificate.

[Signature page follows]

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DIVISION OF CORPORATIONS
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The undersigned have executed this Certificate of Merger as of the date first set forth above.

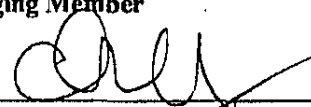
BLOCK 55, LLC

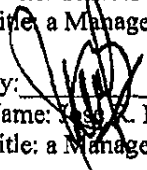
By: 
Name: Charles R. Abele, Jr.
Title: Management-Representative

By: _____
Name: Peter Jago
Title: Management-Representative

HOLLYWOOD CIRCLE, LLC

**By: Hollywood Circle Managers, LLC,
Managing Member**

By: 
Name: Charles R. Abele, Jr.
Title: a Management Committee member

By: 
Name: Joseph R. Boschetti
Title: a Management Committee member

By: _____
Name: Daniel B. McCarthy
Title: a Management Committee member

By: _____
Name: Donovan Jago
Title: a Management Committee member

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DIVISION OF CORPORATIONS
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P 3/22

By: _____
Name: Charles R. Abele, Jr.
Title: Management Representative

By: _____
Name: Peter Jago
Title: Management Representative

**By: Hollywood Circle Managers, LLC,
Managing Member**

By: _____
Name: Charles R. Abele, Jr.
Title: a Management Committee member

By: _____
Name: Jose R. Boschetti
Title: a Management Committee member

By: D. B. McCarthy
Name: Daniel B. McCarthy
Title: a Management Committee member

By: _____
Name: Donovan Jago
Title: a Management Committee member

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Exhibit A

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Plan"), dated as of the Effective Time (as defined herein), is by and among **BLOCK 55, LLC**, a Florida limited liability company ("**B55**"), ("sometimes referred to herein as the "Disappearing Entity", and **HOLLYWOOD CIRCLE, LLC**, a Florida limited liability company ("**HC**"; HC shall also be referred to herein as the "Surviving Entity"). **BLOCK 55-II, LLC**, a Florida limited liability company ("**B55II**") has also joined in the execution and delivery of this Plan in their capacity as sole member of the Disappearing Entity, as applicable.

WHEREAS, B55II is the sole member of B55;

WHEREAS, each of the parties to this Plan, and their respective managers and members, deem it advisable and in the best interest of the Disappearing Entity and the Surviving Entity to effect the merger of the Disappearing Entity into the Surviving Entity (the "Merger"), with HC being the Surviving Entity;

NOW, THEREFORE, in consideration for their mutual promises and intending to be legally bound hereby, the undersigned parties agree as follows:

1. **Constituent Entities**. B55 and HC (together, the "Constituent Entities") shall be parties to the Merger.

2. **Terms and Conditions of Merger**. Pursuant to the applicable provisions of the Florida Limited Liability Company Act (the "FLLCA"): (a) B55 shall merge with and into the Surviving Entity; and (b) upon the filing of a Certificate of Merger with the Department of State of the State of Florida (the "Effective Time"), the separate existence of B55 shall cease, and the Surviving Entity shall continue to exist in accordance with the applicable provisions of the FLLCA.

3. **Exchange and Cancellation of Constituent Entities Membership Interests; Continuation of Surviving Entity Membership Interests**.

At the Effective Time, by virtue of the Merger the following shall have occurred:

a) The member(s) of B55 shall receive a "Percentage Interest" of HC's total membership interests ("Merger Interest") in exchange for all of the outstanding membership interests of B55. The Merger Interest shall be calculated in the manner Percentage Interests are determined under the HC Operating Agreement (as defined below). The member(s) of B55 receiving the Merger Interest shall have all of the powers, rights and interests of a member of a Florida limited liability company, including the right to vote, participate in management and receive distributions in respect of the Merger Interest, subject to the HC Operating Agreement.

b) The existing members of HC shall continue to be members of HC, and their Percentage Interests in HC shall be adjusted in the manner described in the HC Operating Agreement.

c) The B55 membership interests owned by its member will be cancelled.

4. **Effect of Merger.** At the Effective Time, the Surviving Entity shall possess all the assets of every description, and every interest in the assets, wherever located, and the rights, privileges, immunities, powers, franchises and authority, of a public as well as a private nature, of the Constituent Entities, and all such assets, interests, rights, privileges, immunities, powers, franchises and authority shall be vested in the Surviving Entity without further act or deed. The Surviving Entity shall be liable for all the obligations of each of the Constituent Entities; any claim existing or action or proceeding pending by or against any of the Constituent Entities may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the Surviving Entity may be substituted in its place; and all the rights of creditors of any of the Constituent Entities shall be preserved unimpaired.

5. **Management of Surviving Entity.** At the Effective Time, Hollywood Circle Managers, LLC shall continue to be the sole managing member of HC, as provided in the HC Operating Agreement.

6. **Managers and Officers.** The managers (Management-Representatives) and officers of B55 in office immediately preceding the Effective Time shall be deemed to have resigned from such positions without further action on the part of any person.

7. **Amended and Restated Operating Agreement; Related Matters.** As of the Effective Time, any then existing operating agreements of B55 shall be deemed cancelled, and the Amended and Restated Operating Agreement of Hollywood Circle, LLC dated November 18, 2011, as amended by the First Amendment thereto dated effective November 18, 2011 ("HC Operating Agreement") will continue to be the sole and exclusive "operating agreement" of HC for purposes of the FLLCA.

8. **Income Tax Treatment.** The parties acknowledge that B55II shall be deemed the continuing partnership for U.S. income tax purposes, while HC shall be deemed to have terminated as a partnership for such purposes.


9. **Amendment of Plan; Further Actions.** This Plan may be amended by a written instrument or agreement signed by B55 and HCM at any time prior to the Effective Time.

10. **Counterparts; Facsimile Signatures.** This Plan may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document. Facsimile or electronic signatures (including via email) shall be deemed originals for all purposes of this Plan.

[Signature page follows]

The undersigned have executed this Plan as of the date first set forth above.

BLOCK 55, LLC

By: 
Name: Charles R. Abele, Jr.
Title: Management-Representative

By: _____
Name: Peter Jago
Title: Management-Representative


HOLLYWOOD CIRCLE, LLC

Hollywood Circle Managers, LLC

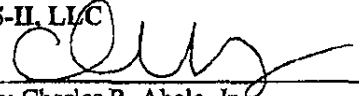
By: 
Name: Joseph Boschetti
Title: a Management Committee member

By: _____
Name: Daniel B. McCarthy
Title: a Management Committee member

By: _____
Name: Donovan Jago
Title: a Management Committee member

By: 
Name: Charles R. Abele, Jr.
Title: a Management Committee member

BLOCK 55-II, LLC

By: 
Name: Charles R. Abele, Jr.
Title: Management-Representative

By: _____
Name: Peter Jago
Title: Management-Representative

The undersigned have executed this Plan as of the date first set forth above.

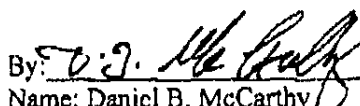
BLOCK 55, LLC

By: _____
Name: Charles R. Abele, Jr.
Title: Management Representative

By: 
Name: Peter Jago
Title: Management Representative

HOLLYWOOD CIRCLE, LLC**Hollywood Circle Managers, LLC**

By: _____
Name: Jose R. Boschetti
Title: a Management Committee member

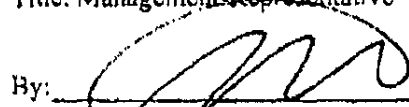
By: 
Name: Daniel B. McCarthy
Title: a Management Committee member

By: 
Name: Donovan Jago
Title: a Management Committee member

By: _____
Name: Charles R. Abele, Jr.
Title: a Management Committee member

BLOCK 55-II, LLC

By: _____
Name: Charles R. Abele, Jr.
Title: Management Representative

By: 
Name: Peter Jago
Title: Management Representative

