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MERGER OR SHARE EXCHANGE

Codina CG, LLC

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Page Count	04
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11/2/2012

ARTICLES OF MERGER
OF
GABLES PROPERTY INVESTMENT, LLC
WITH AND INTO
CODINA CG, LLC

Pursuant to the provisions of Section 608.4382 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:

Gables Property Investment, LLC 25 SW 2 nd Avenue Miami, FL 33130 Florida Doc No. L12000078640	Florida	Limited Liability Company
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Codina CG, LLC 135 San Lorenzo Avenue, Suite 750 Coral Gables, FL 33146 Florida Doc. No. L10000129513	Florida	Limited Liability Company
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SECOND: The name, street address, jurisdiction and entity type of the surviving entity is:

Codina CG, LLC 135 San Lorenzo Avenue, Suite 750 Coral Gables, FL 33146 Florida Doc. No. L10000129513	Florida	Limited Liability Company
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THIRD: The attached plan of Merger meets the requirement of sections 608.6171, Florida Statutes, and was approved by the parties to the merger in accordance with Chapter 608, Florida Statutes.

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

FIFTH: The Plan of Merger was adopted by the sole member of the Constituent Company on November 1, 2012.

SIXTH: The Plan of Merger was adopted by the sole member of the Surviving Company on November 1, 2012.

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 November 1, 2012.

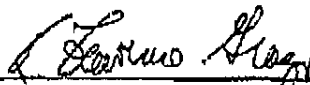
GABLES PROPERTY INVESTMENT, LLC, a
Florida limited liability company

By: 
K. Lawrence Gragg, authorized representative

CODINA CG, LLC, a Florida limited liability
company

CODINA VENTURE I, LLC, Sole Member

By: Codina Venture Management I, LLC,
Managing Member

By: 
K. Lawrence Gragg
Vice President

**PLAN OF MERGER
OF
GABLES PROPERTY INVESTMENT, LLC
WITH AND INTO
CODINA CG, LLC**

This Agreement and Plan of Merger dated as of November 1, 2012, is made by and between GABLES PROPERTY INVESTMENT, LLC, a limited liability company organized and existing under the laws of the State of Florida (the "Constituent Company"), and CODINA CG, LLC, a limited liability company organized and existing under the laws of the State of Florida (the "Company" or the "Surviving Company"), pursuant to the provisions of Section 608.438 of the Florida Statutes.

RECITALS

WHEREAS, CODINA VENTURE I, 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 the Constituent Company and the Surviving Company; and

WHEREAS, the Member deems it in its best interest to merge the Constituent Company with and into the Company (the "Merger") and, incident to the Merger, all of the Interests of the Constituent Company 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 the Constituent Company and their 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 Constituent Company 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, the Constituent Company shall be merged with and into the Company, which shall be the Surviving Company, and the separate existence of the Constituent Company 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 the Constituent Company. The rights, privileges, immunities, powers, franchises and authority, public as well as private, of the Constituent Company shall be vested in the Surviving Company without further act. All obligations due to the Constituent Company shall be vested in the Surviving Company without

further act. The Surviving Company shall be liable for all of the obligations of the Constituent Company 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 Limited Liability Company Operating Agreement of the Company 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 the Constituent Company 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 State of Florida (the "Effective Date").

6. The authorized representative of the Constituent Company and Vice President 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:

CODINA VENTURE I, LLC
135 San Lorenzo Avenue, Suite 750
Coral Gables, FL 33146