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Merger

MAR 19 2013

T. BROWN



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195
REFERENCE : 573461 5011226
AUTHORIZATION : *Susie Knight*
COST LIMIT : \$ 50.00

ORDER DATE : March 18, 2013
ORDER TIME : 12:51 PM
ORDER NO. : 573461-005
CUSTOMER NO: 5011226

ARTICLES OF MERGER

SURFSIDE OWNER, LLC

INTO

BEACH HOUSE HOTEL, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 MAR 18 PM 2:45

CERTIFICATE OF MERGER
Merging

SURFSIDE OWNER, LLC

With And Into

BEACH HOUSE HOTEL, LLC

This Certificate of Merger ("Certificate of Merger") is submitted in order to merge the following Florida and Delaware limited liability companies, in accordance with the Delaware Limited Liability Company Act and the Florida Limited Liability Company Act (the "Merger"):

ARTICLE I

The exact name, type of entity and jurisdiction for the **merging** party (the "Merging Entity") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Surfside Owner, LLC	Delaware	Limited Liability Company

ARTICLE II

The exact name, type of entity and jurisdiction for the **surviving** party (the "Survivor") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Beach House Hotel, LLC	Florida	Limited Liability Company

ARTICLE III

The Agreement and Plan of Merger pursuant to which the Merging Entity shall be merged with and into the Survivor (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference. A copy of the Plan of Merger is also on file at the Survivor's place of business located at 9418 Collins Avenue, Surfside, Florida 33154 and will be provided, upon request and without cost, to any member of the Merging Entity or the Survivor.

ARTICLE IV

The attached Plan of Merger was approved by each Florida limited liability company that is a party to the Merger in accordance with the applicable provisions of Chapter 608, *Florida Statutes* and by each Delaware limited liability company that is a party to the Merger in accordance with the applicable provisions of Title 6, Chapter 18, *Delaware Statutes*.

ARTICLE V

The effective date and time of the Merger shall be at 5:01 p.m. on March 18, 2013.

ARTICLE VI

The Survivor agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of the Merging Entity and hereby irrevocably appoints the Delaware Secretary of State as its agent to accept service of process in any such action, suit or proceeding, specifying the following address to which a copy of such process shall be mailed to it by the Delaware Secretary of State:

9418 Collins Avenue
Surfside, Florida 33154
Attn: Chief Executive Manager

[remainder of page intentionally left blank - - signatures to follow]

IN WITNESS WHEREOF, this Certificate of Merger is dated the 26th day of
February____, 2013.

SURVIVOR:

BEACH HOUSE HOTEL, LLC, a
Florida limited liability company

By: _____

Name: JACQUES GASTON MURRAY

Title: MANAGER

MERGING ENTITY:

SURFSIDE OWNER, LLC, a
Delaware limited liability company

By: _____

Name: JACQUES GASTON MURRAY

Title: MANAGER

EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
*Merging***

SURFSIDE OWNER, LLC

With And Into

BEACH HOUSE HOTEL, LLC

The following Agreement and Plan of Merger ("Plan of Merger") was adopted and approved by all of the managers and members of each limited liability company party to the merger, and is being submitted, in accordance with the relevant provisions of the Florida Limited Liability Company Act (the "FL LLC Act") and the Delaware Limited Liability Company Act (the "DE LLC Act", and together with the FL LLC Act, the "Acts"):

ARTICLE 1

The exact name, type of entity and jurisdiction of the **merging** party is as follows (the "Merging Entity"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Surfside Owner, LLC	Delaware	Limited Liability Company

ARTICLE 2

The exact name, type of entity and jurisdiction of the **surviving entity** is as follows (the "Survivor"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Beach House Hotel, LLC	Florida	Limited Liability Company

ARTICLE 3

The terms and conditions of the merger are as follows:

3.1 **The Merger**. The Merging Entity shall merge with and into Survivor (with such merger referred to herein as the "Merger") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of the Merging Entity shall cease, and the

Survivor shall continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida.

3.2 **Effective Time.** The Merging Entity and the Survivor will cause a Certificate of Merger to be filed with the Florida Department of State and the Delaware Secretary of State in such form as required by, and executed in accordance with, the relevant provisions of the Acts. The Merger shall become effective at 5:01 p.m. on March 18, 2013 (the "Effective Time").

3.3 **Additional Action.** The Survivor shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of the Merging Entity or the Survivor, in order to vest or to perfect or confirm of record in the Survivor the title to any property, rights, privileges, powers, licenses, and franchises of the Merging Entity or the Survivor.

ARTICLE 4

4.1 **Relationship of Merging Parties.** Both the Survivor and the Merging Entity are owned by the same parties in the same ownership percentages (the "Common Owners").

4.2 **Manner and Basis of Converting Interests Generally.** Since the Merger is between two entities which share the same owners with the same ownership percentages, no membership interests of the Merging Entity need be converted, and at the Effective Time each of the Merging Entity's membership interests issued and outstanding immediately prior thereto (each a "Merging Entity Interest") shall, by virtue of the Merger and without any action on the part of any holder thereof, be surrendered and canceled.

4.3 **Effect on Survivor's Interests.** As of the Effective Time, each issued and outstanding membership interest of the Survivor shall remain issued and outstanding, shall be unaffected by the Merger, and shall remain and constitute all of the Survivor's issued and outstanding membership interests, all of which shall be owned by the Common Owners.

4.4 **No Conversion of Rights to Acquire.** Since there were no rights to acquire any interests of the Merging Entity or the Survivor outstanding prior to the Effective Time, no conversion of such is necessary.

4.5 **Miscellaneous.**

(a) Except as otherwise explicitly set forth in this Article, no interest, dividends, or other distributions shall be payable with respect to any Merging Entity Interest in connection with the Merger.

(b) From and after the Effective Time, no Merging Entity Interest shall be deemed issued or outstanding, and the holders thereof shall cease to have any rights with respect thereto, except as provided herein or by the Acts. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of a Merging Entity Interest will be required;

instead, from and after the Effective Time, all Merging Entity Interests shall be deemed for all purposes surrendered and canceled.

(c) At the Effective Time, the transfer books for the Merging Entity shall be closed and no transfer of Merging Entity Interests shall thereafter be made.

ARTICLE 5

5.1 **Rights and Obligations of the Merging Entity.** By virtue of the Merger, and in accordance with and insofar as permitted by the applicable provisions of the Acts, from and after the Effective Time: (i) the Survivor shall possess all rights, privileges and powers of the Merging Entity, (ii) all property and assets of the Merging Entity shall vest in the Survivor without any further act or deed, and (iii) the Survivor shall assume and be liable for all liabilities and obligations of the Merging Entity.

5.2 **Survivor Articles of Organization.** The Articles of Organization of the Survivor in effect immediately prior to the Effective Time shall be and remain the Articles of Organization of the Survivor immediately following the Merger.

5.3 **Survivor Operating Agreement.** The Operating Agreement of the Survivor in effect immediately prior to the Effective Time shall be and remain the Operating Agreement of the Survivor immediately following the Merger.

5.4 **Merging Entity's Organizational Documents.** All Articles or Certificates of Organization and all other organizational documents, agreements and instruments relating to the Merging Entity shall be deemed terminated as of the Effective Time.

ARTICLE 6

6.1 **Amendment.** The Merging Entity and the Survivor may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the members of the Merging Entity and the Survivor shall be subject to any restrictions contained in the Acts. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and signed by the requisite members of the Merging Entity and the Survivor.

6.2 **Termination.** This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained from the Merging Entity and the Survivor) upon mutual written consent of the Merging Entity and the Survivor.

6.3 **Member Approval.** The respective obligations of the Merging Entity and the Survivor to effect the Merger shall be subject to the Merging Entity and the Survivor obtaining

the requisite approval of the members of the Merging Entity and the members of the Survivor, all as required by the Acts, prior to the Effective Time.

6.4 **Filing of the Merger Documents.** After obtaining the requisite approvals required by the Acts, the members, managers and/or officers of the Survivor and the members, managers and/or officers of the Merging Entity are hereby authorized and directed to cause a Certificate of Merger and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.