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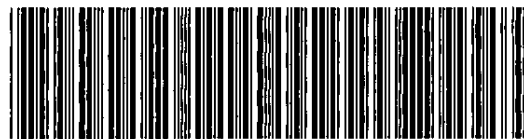
(Business Entity Name)

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DIVISION OF CORPORATIONS
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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: COROLLA INVESTMENTS, LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

BRYSON KEENAN

Contact Person

PALEY ROTHMAN

Firm/Company

4800 HAMPDEN LANE, 7TH FLOOR

Address

BETHESDA, MD 20814

City, State and Zip Code

bkeenan@paleyrothman.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

BRYSON KEENAN

Name of Contact Person

at (301)

951-9372

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314



ATTORNEYS AT LAW • 4800 HAMPDEN LANE, 7TH FLOOR • BETHESDA, MARYLAND 20814-2922 • PH 301-656-7603 • FX 301-654-7354

May 7, 2012

Bryson J. Keenan
bkeenan@paleyrothman.com
Dir: (301) 951-9372
Fax: (301) 652-5412

VIA MAIL

Florida Department of State
Registration Section
Division of Corporation
P. O. Box 6327
Tallahassee, FL 32314

**RE: Certificate of Merger of Corolla Investments, LLC into
Corolla Investments FL, LLC**

To Whom It May Concern:

Enclosed for filing is a Certificate of Merger of Corolla Investments, LLC (a Maryland limited liability company) into Corolla Investments FL, LLC (a Florida limited liability company). The Agreement and Plan of Merger is attached as well as our check No. 4308 for \$50 in payment of the filing fee. Also, please note Article III of the Agreement and Plan of Merger, as upon the filing of the Certificate of Merger, the name of the Surviving Entity will exclude the "FL" in the entity name.

Evidence of the filing may be returned to my attention at the address above. Should you have any questions please do not hesitate to contact me.

Sincerely yours,

Bryson J. Keenan
Paralegal

Enclosures

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**CERTIFICATE OF MERGER
OF
COROLLA INVESTMENTS, LLC
(a Maryland Limited Liability Company)
INTO
COROLLA INVESTMENTS FL, LLC - L11000135534
(a Florida Limited Liability Company)**

This Certificate of Merger is submitted to the Florida State Corporation Commission (the "Commission") to merge the following limited liability companies in accordance with Title XXXVI, Chapter 608 of the Florida Statutes.

FIRST: COROLLA INVESTMENTS, LLC, a limited liability company formed on November 10, 2008 and organized under the laws of the State of Maryland (hereinafter referred to as "CI"), and COROLLA INVESTMENTS FL, LLC, a limited liability company formed on December 1, 2011 and organized under the laws of the State of Florida (hereinafter "CIFL" or the "Surviving Company"), agree that CI shall be merged into the Surviving Company in accordance with the attached Plan and Agreement of Merger ("Plan of Merger"), which is incorporated into this Certificate as though fully set forth herein.

SECOND: This Certificate, including the attached and incorporated Plan of Merger, was approved by CI and CIFL in accordance with the applicable provisions of the Maryland Code and Florida Statutes, and the Articles of Organization and Operating Agreements of CI and CIFL, by unanimous vote of the Members and Managers of CI and CIFL.

THIRD: This Merger shall be effective upon the date of filing of this Certificate with the Commission.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed by the parties hereto on the 1st day of December, 2011.

COROLLA INVESTMENTS, LLC

By: Patrick J. Keeley (SEAL)
Patrick J. Keeley, Manager

COROLLA INVESTMENTS FL, LLC

By: Patrick J. Keeley (SEAL)
Patrick J. Keeley, Manager

AGREEMENT AND PLAN OF MERGER

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THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into this 1st day of December, 2011 by and between COROLLA INVESTMENTS, LLC, a Maryland limited liability company (hereinafter sometimes referred to as "CI"), and COROLLA INVESTMENTS FL, LLC, a Florida limited liability company (hereinafter sometimes referred to as "CIFL" or the "Surviving Company") (both entities sometimes hereinafter collectively referred to as the "Constituent Entities" or individually as a "Constituent Entity").

WHEREAS, CI is a limited liability company duly organized and existing under the laws of the State of Maryland, having been organized on November 10, 2008; and

WHEREAS, CIFL is a limited liability company duly organized and existing under the laws of the State of Florida, having been organized on December 1, 2011; and

WHEREAS, pursuant to the applicable provisions of the laws of the State of Maryland and the State of Florida and the Articles of Organization and Operating Agreement of each Constituent Entity, each Constituent Entity and all its respective managers and members have approved and authorized the terms and conditions of the merger in the manner and by the vote required by each Constituent Entity's respective Articles of Organization and Operating Agreement, and the laws of the Constituent Entities' respective jurisdictions of organization; and

WHEREAS, it was the unanimous decision of the Constituent Entities and each Constituent Entity's respective managers and members that the Constituent Entities merge into a single limited liability company pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Maryland and the State of Florida in order to shift the situs of the respective Constituent Entities' jurisdictions of organization to correspond with the jurisdiction in which the managers and members of the Constituent Entities shall reside.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree, in accordance with the applicable provisions of the laws of the State of Maryland and the State of Florida, that CI shall be merged into CIFL, which shall continue its existence as a limited liability company and shall be the Surviving Company, upon the terms and conditions of the merger hereby agreed upon (hereinafter called the "Merger") and the mode of carrying the same into effect are and shall be as hereafter set forth:

**ARTICLE I
EFFECTIVE DATE OF MERGER**

This Merger shall be effective as of the date upon which the Certificate of Merger is accepted for filing by the Florida State Corporation Commission ("Effective Date"). Upon the Effective Date, the separate existence of CI shall cease, except as otherwise

required by law, and CI shall be merged into CIFL as the Surviving Company, said Merger being permitted by the laws of the State of Maryland and the State of Florida.

ARTICLE II GOVERNING LAWS; ARTICLES OF ORGANIZATION

The laws which are to govern the Surviving Company are the laws of the State of Florida. The Articles of Organization of the Surviving Company at the Effective Date shall be the Articles of Organization of the Surviving Company and shall remain in effect until the same shall be amended or altered by this Agreement or in the future in accordance with the provisions thereof.

ARTICLE III AMENDMENT OF ARTICLES OF ORGANIZATION OF SURVIVING COMPANY

The Articles of Organization of the Surviving Company are amended by deleting ARTICLE I in its entirety and substituting therefor the following language:

“ARTICLE I – Name:

The name of the Limited Liability Company is:

COROLLA INVESTMENTS, LLC.”

ARTICLE IV OPERATING AGREEMENT

The Operating Agreement of CI at the Effective Date shall be the Operating Agreement of the Surviving Company until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE V MANAGERS

The managers of the Surviving Company at the Effective Date shall be the appointed managers of the Surviving Company and such appointment shall continue notwithstanding this Merger.

ARTICLE VI CONVERSION OF MEMBERSHIP INTERESTS

CI and CIFL each have only one class of membership interests constituting one hundred percent (100%) of the membership interests of each Constituent Entity. The manner and basis of exchanging the membership interests and rights to acquire membership interests of CI into the membership interests of CIFL shall be as follows:

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The membership interests and rights to acquire membership interests in CI that exist immediately prior to the Merger shall be surrendered and shall become the membership interests and rights to acquire membership interests in CIFL on the Effective Date by virtue of the Merger such that immediately after the Merger the membership interests and rights to acquire membership interests of CIFL shall be identical to those membership interests of CI.

ARTICLE VII EFFECT OF MERGER

At the Effective Date, the Surviving Company shall succeed to, without other transfer, and shall possess and enjoy, all of the rights, privileges, immunities, powers and franchises both of a public and private nature, and shall be subject to all of the restrictions, liabilities and duties of CI. All the rights, privileges, immunities, powers and franchises of CI and all property, real, personal and mixed, and all debts due to CI on whatever account, shall be vested in the Surviving Company; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of CI, and the title to any real estate vested by deed or otherwise in CI shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of the creditors and all liens upon any property of CI shall be preserved unimpaired, limited in lien to the property affected by such liens at the Effective Date, and all debts, liabilities and duties of CI shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Company.

ARTICLE VIII ACCOUNTING MATTERS

The assets and liabilities of CI at the Effective Date shall be taken up on the books of the Surviving Company at the amounts at which they shall be carried at that time on the books of CI. The stated capital of the Surviving Company at the Effective Date shall be equal to the sum of the stated capital of CI immediately prior to the Effective Date.

ARTICLE IX APPROVAL OF MERGER

By their execution hereof, each Constituent Entity certifies that this Agreement and the Merger has been approved by the managers and members of each such limited liability company, in the manner and by the vote required pursuant to the Articles of Organization of each of the Constituent Entities and by the respective laws of each Constituent Entity's place of organization. Articles and a Certificate of Merger in substantially the forms attached hereto as Exhibit A, the terms of which to the extent not otherwise contained in this Plan of Merger are incorporated herein by this reference, shall be signed, verified and delivered to the Maryland State Department of Assessments and Taxation and the Florida State Corporation Commission, respectively.

The members of CI, by written consent in lieu of a special meeting, pursuant to the Maryland Code, duly adopted a resolution declaring that a merger substantially upon the terms and conditions set forth in this Plan of Merger was duly advised, authorized and approved.

The members of the Surviving Company, by written consent in lieu of a special meeting, pursuant to the Statutes of Florida, duly adopted a resolution declaring that a merger substantially upon the terms and conditions set forth in this Plan of Merger was duly advised, authorized and approved.

ARTICLE X TERMINATION AND ABANDONMENT

Such Merger may be terminated and abandoned at any time before the Effective Date by the respective managers and members of the Constituent Entities.

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