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Division of Corporations

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MERGER OR SHARE EXCHANGE  
WPV Residential, LLC

Certificate of Status	0
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merger

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
WESTPORT VILLAGES, INC.  
WITH AND INTO  
WPV RESIDENTIAL, LLC**

Pursuant to the provisions of Sections 608.4382 and 607.1109 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:

Westport Villages, Inc.	Florida	Corporation
135 San Lorenzo Ave., Suite 750		
Coral Gables, Florida 33146		
Florida Doc No. P04000152530		

WPV Residential, LLC	Florida	Limited Liability Company
135 San Lorenzo Avenue, Suite 750		
Coral Gables, FL 33146		
Florida Doc. No. L12000142472		

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

WPV Residential, LLC	Florida	Limited Liability Company
135 San Lorenzo Avenue, Suite 750		
Coral Gables, FL 33146		
Florida Doc. No. L12000142472		

**THIRD:** The attached plan of Merger meets the requirement of Sections 608.438 and 607.1109 Florida Statutes, and was approved by the parties to the merger in accordance with Chapters 607 and 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 shareholder of the Constituent Company as of March 8, 2013.

**SIXTH:** The Plan of Merger was adopted by the sole member of the Surviving Company as of March 8, 2013.

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 March 8, 2013.

WESTPORT VILLAGES, INC. a Florida  
corporation

By: K. Lawrence Gragg  
K. Lawrence Gragg, authorized representative

WPV RESIDENTIAL, LLC, a Florida limited  
liability company

By: K. Lawrence Gragg  
K. Lawrence Gragg, authorized representative

**PLAN OF MERGER  
OF  
WESTPORT VILLAGES, INC.  
WITH AND INTO  
WPV RESIDENTIAL, LLC**

This Agreement and Plan of Merger dated as of March 8, 2013, is made by and between WESTPORT VILLAGES, INC., a corporation organized and existing under the laws of the State of Florida (the "Constituent Company"), and WPV RESIDENTIAL, 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 et seq. and Section 607.1101 et seq. of the Florida Statutes.

**RECITALS**

WHEREAS, Armando Codina (the "Member"), owns 100% of the membership interests (the "Interests") in the Surviving Company and 100% of the shares of stock of the Constituent 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 shares of stock 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 and the Florida Business Corporation 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 shares of stock 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 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:

ARMANDO CODINA  
c/o Codina Partners  
135 San Lorenzo Avenue, Suite 750  
Coral Gables, FL 33146