

L14000041310

Florida Department of State  
Division of Corporations  
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MERGER OR SHARE EXCHANGE  
LAKEVIEW RENTAL HOUSING, LLC

Certificate of Status	0
Certified Copy	1
Page Count	06
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107.50

Merger/CC  
10 3/17/14

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March 13, 2014

FLORIDA DEPARTMENT OF STATE

Division of Corporations

LAKEVIEW RENTAL HOUSING LIMITED PARTNERSHIP  
8500 NORTHWEST 25TH AVENUE  
MIAMI, FL 33147

SUBJECT: LAKEVIEW RENTAL HOUSING LIMITED PARTNERSHIP  
REF: A30568

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

The fee for certified copies are \$30.00.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton  
Regulatory Specialist II

FAX Aud. #: H14000060883  
Letter Number: 214A00005483

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14 MAR 14 AM 10:30

REGULATORY SPECIALIST II  
Irene Albritton

*3/14/14 - Please note that  
Lakeview Rental Housing  
Limited Partnership has  
filed its 2014 annual  
report.*

**ARTICLES OF MERGER  
FOR  
FLORIDA LIMITED PARTNERSHIP  
AND  
FLORIDA LIMITED LIABILITY COMPANY**

The following Articles of Merger are submitted in accordance with Section 620.2108, Florida Statutes, and Section 605.1025, Florida Statutes.

**FIRST:** The exact name, entity type, and jurisdiction for each merging party are as follows:

Lakeview Rental Housing Limited Partnership, a Florida limited partnership  
Document Number A30568  
8500 N.W. 25<sup>th</sup> Avenue  
Miami, Florida 33147

**SECOND:** The exact name, entity type and jurisdiction of the surviving party are as follows:

Lakeview Rental Housing, LLC, a Florida limited liability company  
Document Number L14000041310  
8400 NW 25<sup>th</sup> Avenue  
Miami, Florida 33147

**THIRD:** The attached plan of merger was approved by each party in accordance with the applicable provisions of Chapters 620 and 605, Florida Statutes and its organizational documents.

**FOURTH:** The effective date of the merger shall be the date upon which these Articles of Merger are filed with the Florida Department of State.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
14 APR 14 AM 9:43

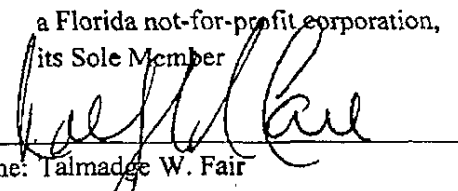
**FIFTH:** Signatures for each Party:

(Merger must be signed by the general partner of merging party and by the sole member of the surviving party).

**SURVIVING PARTY:**

**LAKEVIEW RENTAL HOUSING, LLC,**  
a Florida limited liability company

By: The Urban League of Greater Miami, Inc.,  
a Florida not-for-profit corporation,  
its Sole Member

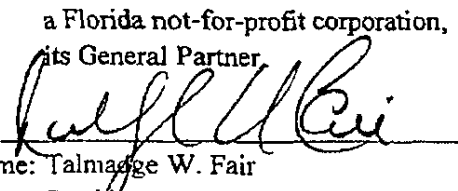
By:   
Name: Talmadge W. Fair  
Title: President

Date: March 12, 2014

**MERGING PARTY:**

**LAKEVIEW RENTAL HOUSING  
LIMITED PARTNERSHIP,** a Florida  
limited partnership

By: Urban League Housing Partner, Inc.,  
a Florida not-for-profit corporation,  
its General Partner

By:   
Name: Talmadge W. Fair  
Title: President

Date: March 12, 2014

**PLAN AND AGREEMENT OF MERGER**

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement"), dated as of March 13, 2014, is entered into by and between Lakeview Rental Housing Limited Partnership, a Florida limited partnership ("Lakeview LP"), and Lakeview Rental Housing, LLC, a Florida limited liability company ("Lakeview LLC").

**WITNESSETH:**

WHEREAS, Lakeview LP is a limited partnership duly organized and existing under the laws of the State of Florida;

WHEREAS, Lakeview LLC is a limited liability company duly organized and existing under the laws of the State of Florida; and

WHEREAS, the General Partner of Lakeview LP and the sole Member of Lakeview LLC deem it advisable and in the best interests of their respective entities to have Lakeview LP merge with and into Lakeview LLC pursuant to this Agreement and the applicable provisions of the laws of the State of Florida (the "Merger").

NOW, THEREFORE, the parties hereto, in consideration of the premises, mutual covenants and agreements herein contained, hereby agree as follows:

**ARTICLE I**  
**THE MERGER**

On the Effective Date of the Merger (as hereinafter defined) and in accordance with the laws of the State of Florida, Lakeview LP shall merge with and into Lakeview LLC, with Lakeview LLC being the limited liability company surviving the Merger (the "Surviving Company").

**ARTICLE 2**  
**EFFECTIVE DATE**

Articles of Merger, substantially in the form attached as Appendix "A" hereto, executed in accordance with the laws of the State of Florida shall be filed with the Florida Department of State. The Merger shall become effective on the date and time the Articles of Merger are filed with the Florida Department of State (the "Effective Date of the Merger").

ARTICLE 3  
CERTAIN RESULTS OF THE MERGER

(a) Succession by Surviving Company; Effects of the Merger. Upon the Merger becoming effective and by virtue thereof Lakeview LP and Lakeview LLC shall become and be a single member limited liability company, with Lakeview LLC as the Surviving Company, and the separate limited partnership existence of Lakeview LP shall cease. The Merger shall have the effects set forth in Section 620.2109 of the Florida Revised Uniform Limited Partnership Act, and 605.1026 of the Florida Revised Limited Liability Company Act.

(b) Articles of Organization and Members of Surviving Company. Upon the Merger becoming effective:

(i) The Articles of Organization of Lakeview LLC as in effect immediately prior to the Merger becoming effective, shall be the Articles of Organization of the Surviving Company until amended in the manner provided by law and said Articles of Organization.

(ii) The Operating Agreement of Lakeview LLC in effect immediately prior to the Merger becoming effective shall be the Operating Agreement of the Surviving Company until amended in the manner provided by law, the Articles of Organization of the Surviving Company and said Operating Agreement.

ARTICLE 4  
CONVERSION AND EXCHANGE OF MEMBERSHIP INTERESTS  
AND PARTNERSHIP INTERESTS  
UPON THE EFFECTIVE DATE OF THE MERGER

(a) Lakeview LLC Membership Interests. Each membership interest in Lakeview LLC owned by the members of Lakeview LLC immediately prior to the Effective Date of the Merger shall continue to be owned by each member at and after the Effective Date of the Merger as each member's membership interests in the Surviving Company.

(b) Lakeview LP Partnership Interests. Upon the Effective Date of the Merger, each partnership interest in Lakeview LP owned by the partners of Lakeview LP immediately prior to the Effective Date of the Merger shall be converted into such partner's right to receive its pro-rata share of One Hundred Dollars (\$100) based upon its percentage interest in Lakeview LP. Any right of the partners to receive additional partnership interests in Lakeview LP shall be cancelled and extinguished.

ARTICLE 5  
MISCELLANEOUS

(a) Amendments. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(c) Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

(d) Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

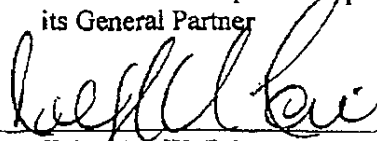
(e) Headings. The headings of the sections and articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Plan and Agreement of Merger to be duly executed on their behalf as of the date first above written.

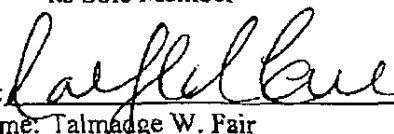
LAKEVIEW RENTAL HOUSING LIMITED  
PARTNERSHIP, a Florida limited partnership

By: Urban League Housing Partner, Inc.,  
a Florida not for profit corporation,  
its General Partner

By:   
Name: Talmadge W. Fair  
Title: President

LAKEVIEW RENTAL HOUSING, LLC,  
a Florida limited liability company

By: The Urban League of Greater Miami, Inc.,  
a Florida not-for-profit corporation,  
its Sole Member

By:   
Name: Talmadge W. Fair  
Title: President