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L. SELLERS

NOV - 3 2008

EXAMINER

To:
Division of Corporations
Fax Number : (850) 617-6380

From:
Account Name : S. SCOTT CRITZER P.A.
Account Number : I20080000096
Phone : (850) 685-4285
Fax Number : (850) 650-5817

RECEIVED

2008 OCT 31 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

Miramar Self Storage LLC

Certificate of Status	1
Certified Copy	1
Page Count	07
Estimated Charge	\$67.50

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

08 OCT 31 AM 8:25

FILED

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COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: MIRAMAR SELF STORAGE, 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:

SAMUEL BOYTE, ESQ.
(Contact Person)

SCHREEDER, WHEELER & FUNT, LLP
(Firm/Company)

1100 BIRCHTREE STREET, N.W. / SUITE 800
(Address)

ATLANTA GA 30309
(City, State and Zip Code)

For further information concerning this matter, please call:

SAM BOY at (404) 681-3450 x-848
(Name of Contact Person) (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

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**CERTIFICATE OF MERGER OF
MIRAMAR SELF STORAGE, LLC,
A FLORIDA LIMITED LIABILITY COMPANY AND
MIRAMAR SELF STORAGE I, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Companies in accordance with § 608.4382, Florida Statutes.

FIRST: The Plan of Merger is attached hereto as Exhibit A.

SECOND: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Miramar Self Storage, LLC	Florida	limited liability company
Miramar Self Storage I, LLC	Florida	limited liability company

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THIRD: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Miramar Self Storage, LLC	Florida	limited liability company

FOURTH: The attached plan of merger was approved by each domestic limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

FIFTH: The effective date of the merger is the date the Certificate of Merger is filed with the Florida Department of State.

IN WITNESS WHEREOF, Miramar Self Storage, LLC and Miramar Self Storage I, LLC have each caused this Certificate of Merger to be executed this 28th day of October, 2008.

Miramar Self Storage, LLC

By: 
Robert T. Love, Member/Manager

Miramar Self Storage, LLC

By: 
Robert T. Love, Member/Manager

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 STATE OF FLORIDA
 DEPARTMENT OF STATE
 DIVISION OF CORPORATIONS
 AND FINANCIAL SERVICES
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Exhibit A

Plan of Merger

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PLAN OF MERGER

THIS PLAN OF MERGER ("Agreement") is entered into as of this 28th day of October, 2008, between Miramar Self Storage I, LLC, a Florida limited liability company (the "Merging Company"), and Miramar Self Storage, LLC, a Florida limited liability company (the "Surviving Company").

WHEREAS, the Managers and Members of the Merging Company and the Surviving Company have resolved that the Merging Company be merged pursuant to the Florida Limited Liability Company Act into the Surviving Company; and

WHEREAS, the respective Managers and Members of the Merging Company and the Surviving Company have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

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

SECTION I

PARTIES

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Miramar Self Storage, LLC	Florida	limited liability company
Miramar Self Storage I, LLC	Florida	limited liability company

SECTION II

SURVIVING PARTY

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Miramar Self Storage, LLC	Florida	limited liability company

RECORDED & INDEXED
MIRAMAR SELF STORAGE
MIRAMAR, FLORIDA

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SECTION III

MERGER

3.1 THE MERGER. In accordance with the Florida Limited Liability Company Act, the Merging Company shall be, at the Effective Date (as hereinafter defined), merged (the "Merger") into the Surviving Company.

3.2 FILING OF CERTIFICATE OF MERGER; EFFECTIVE DATE. If this Agreement is not hereafter terminated or abandoned as permitted by the provisions hereof, then a Certificate of Merger shall be filed and recorded in accordance with the Florida Statutes Annotated. The Merger shall become effective upon the filing of the above Certificate of Merger ("Effective Date").

3.3 CERTAIN EFFECTS OF MERGER. On the Effective Date, the separate existence of the Merging Company shall cease, and the Merging Company shall be merged into the Surviving Company which, as the Surviving Company, shall succeed the Merging Company, without other transfer, to all the rights and property of the Merging Company and shall be subject to all the debts, obligations and liabilities of the Merging Company in the same manner as if the Surviving Company had itself incurred them; all rights of creditors and all liens upon the property of the Merging Company and the Surviving Company shall be preserved unimpaired.

SECTION IV

THE SURVIVING COMPANY

4.1 ARTICLES OF ORGANIZATION. The Articles of Organization of the Surviving Company, as amended herein, shall from and after the Effective Date be, and continue to be, the Articles of Organization of the Surviving Company until changed or amended as provided by law.

4.2 OPERATING AGREEMENT. The Operating Agreement of the Surviving Company, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Operating Agreement of the Surviving Company until amended as provided therein.

4.3 MANAGER. The Manager of the Surviving Company on the Effective Date shall remain as the Manager of the Surviving Company after the Effective Date and shall continue to serve in accordance with the Operating Agreement of the Surviving Company.

4.4 FURTHER ASSURANCES. The Manager of the Merging Company shall execute and deliver such deeds and other instruments, and there shall be taken or cause to be taken by them such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confer of record or otherwise in the Surviving Company the title to and possession of all the property interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merging Company, and otherwise to carry out the purposes and intent of this Agreement, and the Manager of the Surviving Company is fully authorized in the name and on behalf of the Merging

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Company or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

SECTION V

STATUS AND CONVERSION OF SECURITIES

5.1 SURVIVING COMPANY MEMBERSHIP INTERESTS. The Membership Interest and Economic Interest in the Surviving Company shall remain unchanged after the Effective Date and shall be owned as provided for in the Operating Agreement of the Surviving Company.

5.2 MERGING COMPANY MEMBERSHIP INTERESTS HELD PRIOR TO MERGER. All Membership Interest and Economic Interest of the Merging Company held immediately before the Effective Date shall, by virtue of the Merger and at the Effective Date, cease to exist.

SECTION VI

AMENDMENT TO ARTICLES OF ORGANIZATION

Upon the Effective Date, the Articles of Organization of the Surviving Company shall be amended as follows:

1. Article V shall be deleted in its entirety and the following inserted in lieu thereof:

ARTICLE V. PURPOSE

The Limited Liability Company's (the "Company's") business and purpose shall consist solely of the acquisition, ownership, operation and management of the real estate project located at 260 Geronimo Street, Destin, Florida 32541 and such activities as are necessary, incidental or appropriate in connection therewith.

2. Article VI shall be deleted in its entirety and the following is inserted in lieu thereof:

ARTICLE VI. POWERS AND DUTIES

Notwithstanding any other provisions of these Articles, without the consent of all members, the Manager shall have no authority to:

- (i) borrow money or incur indebtedness on behalf of the Company other than normal trade accounts payable and lease obligations in the ordinary course of business, or grant consensual liens on the Company's property;

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- (ii) dissolve or liquidate the Company;
- (iii) sell or lease, or otherwise dispose of all or substantially all of the assets of the Company;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Company adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company, or file a petition seeking or consenting to reorganization or relief of the Company as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Company; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Company or of all or any substantial part of the properties and assets of the Company, or make any general assignment for the benefit of creditors of the Company, or admit in writing the inability of the Company to pay its debts generally as they become due or declare or effect a moratorium on the Company debt or take any action in furtherance of any action; or
- (v) merge or consolidate with any other entity.

SECTION VII

MISCELLANEOUS

7.1 **ABANDONMENT.** This Plan of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger if the Manager of the Merging Company or of the Surviving Company duly adopts a resolution abandoning this Plan of Merger.

7.2 **AMENDMENT.** To the extent permitted by the Florida limited liability company act, this Agreement may be amended in any manner as may be determined in the judgment of the respective Managers of the Surviving Company and the Merging Company.

7.3 **COUNTERPARTS.** For the convenience of the parties hereto and to facilitate the filing of this Plan of Merger, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

[SIGNATURES ON FOLLOWING PAGE]

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FILED
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 SECRETARY OF STATE
 TALLAHASSEE FLORIDA

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IN WITNESS WHEREOF, this Agreement has been executed by the Merging Company and the Surviving Company all on the date first above written.

SURVIVING COMPANY

Miramar Self Storage, LLC

By: 
Robert T. Love, Member/Manager

MERGING COMPANY

Miramar Self Storage I, LLC

By: 
Robert T. Love, Manager/Manager

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