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Division of Corporations

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MERGER OR SHARE EXCHANGE

COSCAN FLORIDA ASSOCIATES LLC

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ARTICLES OF MERGER
Merger Sheet

MERGING:

COSCAN FLORIDA, INC. A FLORIDA CORPORATION

INTO

COSCAN FLORIDA ASSOCIATES LLC, a Florida entity, L99000009227

File date: December 30, 1999

Corporate Specialist: Agnes Lunt

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**ARTICLES OF MERGER
OF**

**COSCAN FLORIDA, INC.
(a Florida corporation)**

AND

**COSCAN FLORIDA ASSOCIATES LLC
(a Florida limited liability company)**

The following articles of merger are being submitted in accordance with sections 607.1109 and 608.4382, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Coscan Florida, Inc. Aventura Corporate Center Suite 103 20803 Biscayne Boulevard Aventura, Florida 33180 Florida Document/Registration Number: F17394	Florida	For profit corporation
Coscan Florida Associates LLC Aventura Corporate Center Suite 103 20803 Biscayne Boulevard Aventura, Florida 33180	Florida	limited liability company

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SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Coscan Florida Associates LLC Aventura Corporate Center Suite 103 20803 Biscayne Boulevard Aventura, 33180	Florida	limited liability company

THIRD: The attached Agreement and Plan of Merger meets the requirements of section(s) 607.1108 and 608.438, Florida Statutes, and was approved by Coscan Florida, Inc. and Coscan Florida Associates LLC, in accordance with Chapters 607 and 608, Florida Statutes.

FOURTH: Coscan Florida Associates LLC, the surviving entity, hereby appoints the Florida

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48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders and/or members of each party to the merger.

FIFTH: Coscan Florida Associates LLC, the surviving entity, agrees to pay the dissenting shareholders of Coscan Florida, Inc., if any, to which they are entitled under section(s) 607.1302, Florida Statutes.

SIXTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

SEVENTH: The merger shall become effective at 5:00 p.m. EST on the date the Articles of Merger are filed with Florida Department of State.

EIGHTH: The Articles of Merger comply and were executed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned has signed his name and affirmed that this instrument is the act and deed of the company and that the statements herein are true, under penalties of perjury, this 30th day of December, 1999.

COSCAN FLORIDA ASSOCIATES LLC (a Florida limited liability company)

By: Brookfield Developers Florida, Inc., as sole member

By: [Signature]
Albert Piazza, President

COSCAN FLORIDA, INC. (a Florida corporation)

By: [Signature]
Albert Piazza, President

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("this Agreement") is made and entered into as of December 8, 1999, between Coscan Florida Associates LLC, a Florida limited liability company, and Coscan Florida, Inc., a Florida corporation. Coscan Florida Associates LLC and Coscan Florida, Inc. are from time to time herein referred to as the "Constituent Entities."

RECITALS

A. Coscan Florida Associates LLC is a limited liability company duly organized and existing under the laws of the State of Florida.

B. Coscan Florida, Inc. is a corporation duly organized and existing under the laws of the State of Florida and, on the date hereof, has authority to issue 7,000 shares of common stock, \$1.00 par value per share, of which 102 shares are issued and outstanding as of December 8th, 1999 and 100 shares of preferred stock, \$1.00 par value per share, of which none are issued.

C. The Members and/or Boards of Directors of the Constituent Entities deem it advisable and to the advantage of the Constituent Entities and their respective members or shareholders that Coscan Florida, Inc. be merged with and into Coscan Florida Associates LLC for the purpose of converting Coscan Florida, Inc. from a profit corporation to a limited liability company.

D. Each of the Constituent Entities has, subject to approval by its members or shareholders, adopted the Plan of Merger embodied in this Agreement.

AGREEMENT

In consideration of the terms hereof, the Constituent Entities do hereby agree to merge on the terms and conditions herein provided, as follows:

1. **THE MERGER**

1.1 **THE MERGER**

Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Coscan Florida, Inc. shall be merged with and into Coscan Florida Associates LLC in accordance with the applicable laws of the State of Florida (the "Merger"). The separate existence of Coscan Florida, Inc. shall cease, and Coscan Florida Associates LLC shall be the surviving entity (the "Surviving Entity") and shall be governed by the laws of the State of Florida.

1.2 **EFFECTIVE DATE**

The Merger shall become effective on the date and at the time of filing of Articles of Merger, in substantially the form annexed hereto as Appendix A, with the Secretary of State of the State of Florida (the "Effective Date"), all after satisfaction of the requirements of the applicable laws of such

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State prerequisite to such filings, including without limitation the approval of the members or shareholders of the Constituent Entities.

1.3 CERTIFICATE OF FORMATION

On the Effective Date, the Articles of Organization of Coscan Florida Associates LLC, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Organization of the Surviving Entity.

1.4 OPERATING AGREEMENT

On the Effective Date, the Operating Agreement of Coscan Florida Associates LLC, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Operating Agreement of the Surviving Entity.

1.5 MANAGERS AND OFFICERS

The managers and officers of Coscan Florida Associates LLC immediately prior to the Effective Date shall be the managers and officers of the Surviving Entity, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Organization of the Surviving Entity or the Operating Agreement of the Surviving Entity.

2. CONVERSION OF SHARES

2.1 CONVERSION OF SHARES TO LLC INTERESTS

The manner and basis of converting the interests, shares, obligations or other securities of Coscan Florida, Inc. into membership interests of Coscan Florida Associates LLC, are as follows: Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, the shareholders of Coscan Florida, Inc. shall receive proportionate interests in Coscan Florida Associates LLC (the "Survivor Interests"). The Survivor Interests shall be subject to the identical restrictions and benefits as the shares of Coscan Florida, Inc.

2.2 EXCHANGE OF CERTIFICATES

Each person who becomes entitled to receive Survivor Interests by virtue of the Merger shall be entitled to receive from the Surviving Entity, as promptly as practicable after the Effective Time, a certificate or certificates representing the proportionate share of Survivor Interests to which such person is entitled as provided herein.

3. EFFECT OF THE MERGER

3.1 RIGHTS, PRIVILEGES, ETC.

On the Effective Date of the Merger, the Surviving Entity, without further act, deed or other

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transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Coscan Florida, Inc. and Coscan Florida Associates LLC; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Coscan Florida, Inc. and Coscan Florida Associates LLC on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Entity without further act or deed; title to any real estate, or any interest therein vested in Coscan Florida, Inc. or Coscan Florida Associates LLC, shall not revert or in any way be impaired by reason of this merger; and all of the rights of creditors of Coscan Florida, Inc. and Coscan Florida Associates LLC shall be preserved unimpaired, and all liens upon the property of Coscan Florida, Inc. or Coscan Florida LLC shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective entities shall thenceforth remain with or be attached to, as the case may be, the Surviving Entity and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.2 FURTHER ASSURANCES

From time to time, as and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered on behalf of Coscan Florida, Inc. such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Entity the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Coscan Florida, Inc. and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Entity are fully authorized in the name and on behalf of Coscan Florida, Inc. or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4. GENERAL

4.1 ABANDONMENT

At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by either Coscan Florida, Inc. or Coscan Florida Associates LLC or both, notwithstanding the approval of this Agreement by the shareholders of Coscan Florida, Inc. and the members of Coscan Florida Associates LLC.

4.2 AMENDMENT

At any time prior to the Effective Date, this Agreement may be amended or modified in writing by either Coscan Florida, Inc. or Coscan Florida Associates LLC or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of Coscan Florida, Inc. or the members of Coscan Florida Associates LLC shall not alter or change any

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of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the shareholders or members, as the case may be, of such Constituent Entity.

4.3 GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

4.4 COUNTERPARTS

In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Agreement as of the date and year first written.

COSCAN FLORIDA ASSOCIATES LLC (a Florida limited liability company)

By: Brookfield Developers Florida, Inc., as sole member

By: [Signature]
Albert Piazza, President

COSCAN FLORIDA, INC. (a Florida corporation)

By: [Signature]
Albert Piazza, President

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APPENDIX A

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