

MI0000002121

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(Address)

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(City/State/Zip/Phone #)

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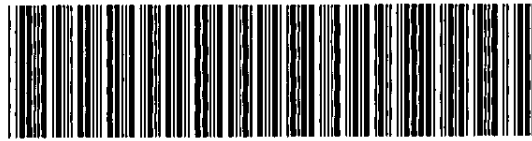
(Business Entity Name)

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EXAMINER

OCT 12 2012

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**DATE: 10-11-12**

**NAME: GILCO 2 MELBOURNE INVESTOR LLC into LANDMARK AT  
GRAND MEADOW LLC**

**TYPE OF FILING: ARTICLES OF MERGER**

**COST: \$80**

**RETURN: CERTIFIED COPY**

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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**

*Abbie Hodge*

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**CERTIFICATE OF MERGER**

**FOR**

**FLORIDA LIMITED LIABILITY COMPANY**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company in accordance with s. 608.4282, Florida Statutes.

**FIRST:** 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>
Gilco 2 Melbourne Investor LLC	Florida	Limited Liability Company
Landmark at Grand Meadow, LLC	Delaware	Limited Liability Company

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**SECOND:** 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>
Landmark at Grand Meadow, LLC	Delaware	Limited Liability Company

**THIRD:** The Agreement and Plan of Merger attached hereto as Exhibit A 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.

**FOURTH:** The Agreement and Plan of Merger attached hereto as Exhibit A was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** The effective date of the merger shall be the date on which this Certificate of Merger is filed.

**SIXTH:** The survivor's principal office address in its home state, county or jurisdiction is as follows:

The Corporation Trust Company  
Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801

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**SEVENTH:** The survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss. 608.4351 - 608.43595, Florida Statutes.

**EIGHTH:** The surviving entity is a foreign entity qualified to transact business in the State of Florida.

**NINTH:** Signatures for each party:

**GILCO 2 MELBOURNE INVESTOR LLC**

By: Landmark Apartment Trust of America  
Holdings, LP, its sole member

By: Landmark Apartment Trust of  
America, Inc., its sole General  
Partner

By: Gustav Remppies  
Name: Gustav G. Remppies  
Title: President

**LANDMARK AT GRAND MEADOW, LLC**

By: Landmark Apartment Trust of America  
Holdings, LP, its sole member

By: Landmark Apartment Trust of  
America, Inc., its sole General Partner

By: Gustav Remppies  
Name: Gustav G. Remppies  
Title: President

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**EXHIBIT A**

Agreement and Plan of Merger  
of Gilco 2 Melbourne Investor LLC with and into Landmark at Grand Meadow, LLC

[Attached.]

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**AGREEMENT AND PLAN OF MERGER**  
**OF**  
**GILCO 2 MELBOURNE INVESTOR LLC**  
**WITH AND INTO**  
**LANDMARK AT GRAND MEADOW, LLC**

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Pursuant to this Agreement and Plan of Merger (this "Agreement"), Gilco 2 Melbourne Investor LLC, a Florida limited liability company ("Gilco 2"), will be merged with and into Landmark at Grand Meadow, LLC, a Delaware limited liability company ("Landmark"), with Landmark as the surviving entity.

WHEREAS, Gilco 2 and Landmark are each wholly-owned subsidiaries of Landmark Apartment Trust of America Holdings, LP, a Virginia limited partnership (the "Operating Partnership"); and

WHEREAS, the Operating Partnership is the sole member of Gilco 2 and Landmark; and

WHEREAS, the Operating Partnership wishes to merge Gilco 2 with and into Landmark with Landmark as the surviving entity;

NOW, THEREFORE, in consideration of the terms of this Agreement, and intending to be legally bound hereby, Gilco 2 and Landmark hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

Except as otherwise provided herein, the capitalized terms set forth below shall have the following meanings:

**1.01. "Certificate of Merger"** shall mean the Certificate of Merger to be executed by Landmark and filed with the office of the Delaware Secretary of State as contemplated by Section 2.2 of this Agreement.

**1.02. "DLLCA"** shall mean the Delaware Limited Liability Company Act as in effect at the Effective Time (as defined herein).

**1.03. "FLLCA"** shall mean the Florida Limited Liability Company Act as in effect at the Effective Time (as defined herein).

**1.04. "Gilco 2 Membership Interests"** shall mean the outstanding membership interests of Gilco 2.

1.05. "Landmark Membership Interests" shall mean the outstanding membership interests of Landmark.

1.06. "Merger" shall mean the merger of Gilco 2 with and into Landmark, with Landmark as the surviving entity, as provided in Section 2.1 of this Agreement.

1.07. "Surviving Entity" shall have the meaning set forth in Section 2.1 of this Agreement.

## ARTICLE II

### TERMS OF MERGER

2.01. Merger. Subject to the terms and conditions set forth in this Agreement, at the Effective Time (as defined herein), Gilco 2 shall be merged with and into Landmark in accordance with the DLLCA and the FLLCA (the "Merger"). Landmark shall be the surviving entity (the "Surviving Entity") resulting from the Merger and shall continue to be governed by the DLLCA.

2.02. Effective Time. The Merger shall become effective on the date and at the time specified in the Certificate of Merger to be filed with the Office of the Delaware Secretary of State as provided in Title 6, Section 18-209 of the DLLCA (the "Effective Time").

2.03. Certificate of Formation. The Certificate of Formation of Landmark on file with the Office of the Delaware Secretary of State shall be the Certificate of Formation of the Surviving Entity until otherwise amended or repealed.

2.04. Operating Agreement. The Operating Agreement of Landmark shall be the operating agreement of the Surviving Entity until otherwise amended or repealed.

2.05. Sole Member. The sole member of Landmark shall be the sole member of the Surviving Entity until otherwise removed or replaced.

## ARTICLE III

### MANNER OF CONVERTING MEMBERSHIP INTERESTS

3.01. Conversion of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of Gilco 2 or Landmark or their respective sole members, the membership interests of Gilco 2 and Landmark shall be converted as follows:

(a) The Gilco 2 Membership Interests outstanding immediately prior to the Effective Time shall cease to be outstanding from and after the Effective Time and no consideration shall be exchanged for such Gilco 2 Membership Interests; and

(b) The Landmark Membership Interests issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding from and after the Effective Time.

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FALLS CHASSE, FLORIDA

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ARTICLE IV

MISCELLANEOUS

4.01. Amendment and Waiver. To the extent permitted by law, this Agreement may be amended by a subsequent writing signed by each of the parties.

4.02. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any applicable conflicts of law provisions thereof.

4.03. Captions. The captions contained in this Agreement are for reference purposes only and are not part of this Agreement.

4.04. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.05. Termination. This Agreement may be terminated at any time prior to the Effective Time by the parties hereto.

[Signature Page Follows.]

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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf and its corporate seal, if any, to be hereunto affixed and attested by officers thereunto duly authorized all as of the 11th day of October, 2012.

**GILCO 2 MELBOURNE INVESTOR LLC**

By: Landmark Apartment Trust of America Holdings, LP, its sole member

By: Landmark Apartment Trust of America, Inc., its sole General Partner

By: Gustav Remppes  
Name: Gustav G. Remppes  
Title: President

**LANDMARK AT GRAND MEADOW, LLC**

By: Landmark Apartment Trust of America Holdings, LP, its sole member

By: Landmark Apartment Trust of America, Inc., its sole General Partner

By: Gustav Remppes  
Name: Gustav G. Remppes  
Title: President

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