

Division of Corporations

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Florida Department of State
Division of Corporations
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE
Madison Midway LLC

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$58.75

CF 50.00
Cert 30.00
80.00

88422-50

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11 JUN 21 AM 8:10

**CERTIFICATE OF MERGER
OF
MIDWAY PLAZA, LLC
a Florida limited liability company
INTO
MADISON MIDWAY LLC
a Delaware limited liability company**

The following Certificate of Merger is submitted to merge the following Florida limited liability company in accordance with s. 608.4382, Florida Statutes:

1. The exact name, jurisdiction and form/entity of the merging party is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Midway Plaza, LLC	Florida	limited liability company

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2. The exact name, jurisdiction, and form/entity type of the surviving party is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Madison Midway LLC	Delaware	limited liability company

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3. 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.

4. The attached plan of merger 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.

5. The effective date shall be as of the date this document is filed with the Florida Department of State.

6. The surviving party is not organized under the laws of Florida. The surviving party's principal office address is: 2001 Pennsylvania Avenue, N.W., 10th Floor, Washington, DC 20006.

7. The surviving party is not organized under the laws of Florida. The surviving party 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.

8. The surviving party is an out-of-state entity.

a. The street and mailing address of an office, which the Florida Department of State may use for the purposes of s.48.181, Florida Statutes, are as follows:

Street Address: 2001 Pennsylvania Avenue, NW, 10th Floor, Washington, DC 20006

Mailing Address: 2001 Pennsylvania Avenue, NW, 10th Floor, Washington, DC 20006

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b. The surviving party appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal of its members under ss.608.4351-608.43595, Florida Statutes.

9. Signature(s) for Each Party:

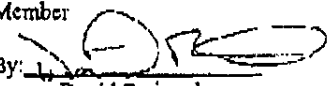
Merging Party:

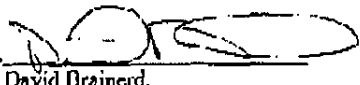
Midway Plaza, LLC
a Florida limited liability company

Surviving Party:

Madison Midway LLC
a Delaware limited liability company

By: Madison Midway LLC
A Delaware limited liability
Company, its Managing
Member

By: 
David Brainerd,
Managing-Member
representative

By: 
David Brainerd,
Managing-Member representative

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**PLAN OF MERGER
OF
MIDWAY PLAZA, LLC
a Florida limited liability company
INTO
MADISON MIDWAY LLC
a Delaware limited liability company**

THIS PLAN OF MERGER ("Agreement") is entered into as of the 28th day of February, 2011 by and between Midway Plaza, LLC, a Florida limited liability company (the "Merging Entity"), and Madison Midway LLC, a Delaware limited liability company (the "Surviving Entity").

WHEREAS, the laws of the State of Florida permit a merger of a Florida limited liability company with and into a Delaware limited liability company.

WHEREAS, the Members of the Merging Entity deem it advisable and in the best interest of the Merging Entity to merge with and into the Surviving Entity pursuant to the Florida Statutes.

WHEREAS, the Members of the Surviving Entity deem it advisable and in the best interest of the Surviving Entity to merge the Merging Entity with and into the Surviving Entity pursuant to the Delaware Statutes.

WHEREAS, the Members of the Merging Entity and the Surviving Entity have approved the terms and conditions of this Agreement and directed that the proposed merger be submitted to the Members of the Merging Entity and to the Members of the Surviving Entity and each have recommended to such Member, the approval of the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Agreement, and in order to consummate this transaction described above, the Merging Entity and the Surviving Entity agree as follows:

The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged into the Surviving Entity, upon the terms and conditions of this Agreement, and that the Surviving Entity shall continue under the laws of the State of Delaware as the surviving limited liability company and they further agree as follows:

1. The purposes, the registered agent, and the address of the registered office of the Surviving Entity shall be as it appears in the Certificate of Organization of the Surviving Entity as on file with the office of the Secretary of State of the State of Delaware on the date of this Agreement. From and after the Effective Date (as defined below), and until further amended, altered, or restated as provided by law, the Certificate of Organization separate and apart from this Agreement shall be and may be separately certified as the Certificate of Organization of the Surviving Entity.

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2. The Operating Agreement of the Merging Entity, if any, shall cease to exist and the Surviving Entity's Operating Agreement shall remain in effect until a new Operating Agreement is adopted.
3. The Managers and Members of the Merging Entity shall cease to exist in their respective positions of the Merging Entity and the Managers and/or Members of the Surviving Entity shall remain as such of the Surviving Entity on the effective date.
4. This Agreement was submitted to the Members of the Merging Entity and Members of the Surviving Entity for their respective consent and approval in accordance with Chapters 608 of the Florida Statutes, and was adopted and approved in accordance with the laws of the State of Florida, and this Agreement, the appropriate Certificate of Merger, and such other documents as are necessary to consummate the merger shall be signed, acknowledged, and filed pursuant to the laws of the State of Florida.
5. A Certificate of Merger of the Merging Entity into the Surviving Entity shall be filed with each respective jurisdiction, the Florida Secretary of State and the Delaware Secretary of State, on the effective date for all purposes herein of the merger of the Merging Entity with and into the Surviving Entity on the effective date (the "Effective Date").
6. On the Effective Date, all of the Merging Entity's membership interest shall be cancelled without any consideration being paid therefor.
7. On the Effective Date, the transfer books of the Merging Entity shall be closed and no transfer of ownership shall be made or consummated thereafter.
8. Prior to and/or on the Effective Date, the Merging Entity and Surviving Entity shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Entity shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Entity full title to all properties, assets, rights, privileges and franchises of the Merging Entity, the Managers and Members of the Merging Entity shall execute and deliver all instruments and take all action the Surviving Entity may determine to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Agreement.
9. On and/or after the Effective Date, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Merging Entity; all debts due to the Merging Entity of whatever account shall be vested in the Surviving Entity; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of the Surviving Entity; the title to any real estate vested by deed or otherwise vested in the Merging Entity shall not revert or be in any way impaired, by reason of the merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either entity shall be reserved unimpaired, limited in lien to the property affected by such lien as of the effective date; all debts, liabilities, and duties of the Merging Entity shall thenceforth attach to the Surviving Entity and may be enforced

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against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

10. The principal office of the Surviving Entity shall be 2001 Pennsylvania Avenue, N.W., 10th Floor, Washington, DC 20006.
11. This Agreement embodies the entire agreement between the parties with respect to subject matter hereof. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.
12. This Agreement is made pursuant to and shall be construed under the laws of the State of Delaware. It shall inure to the benefit of and be binding upon the Merging Entity and the Surviving Entity and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Agreement.
13. This Plan and Agreement of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile signatures shall have the same effect as original signatures.

NOW, THEREFORE, the Merging Entity and Surviving Entity have signed this Plan and Agreement of Merger on the date first written above.

Merging Entity:

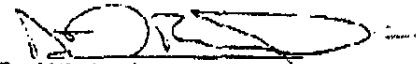
Midway Plaza, LLC
a Florida limited liability company

By: Madison Midway LLC
a Delaware limited liability
Company, its Managing
Member

By: 
David Brainerd,
Managing-Member
representative

Surviving Entity:

Madison Midway LLC
a Delaware limited liability company

By: 
David Brainerd,
Managing-Member representative

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