

P10000003005

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

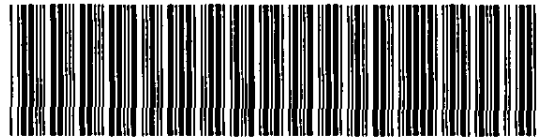
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000241898210

merger

~~STAMP DATE~~
12-31-12

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12 DEC 21 PM 4:48

RECEIVED

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2012 DEC 21 PM 4:53

FILED

12/26/12

FLORIDA FILING & SEARCH SERVICES, INC.

P.O. BOX 10662 TALLAHASSEE, FL 32302

155 Office Plaza Dr Ste A Tallahassee FL 32301

PHONE: (800) 435-9371; FAX: (866) 860-8395

DATE: 12/21/12

NAME: FSRR HOLDCO, LLC

TYPE OF FILING: MERGER

COST: ~~90.00~~ 78.75

RETURN: CERTIFIED COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE



~~12-31-12~~

FILED

**ARTICLES OF MERGER
OF
FIRSTSERVICE RESIDENTIAL REALTY, INC. SECRETARY OF STATE
WITH AND INTO TALLAHASSEE, FLORIDA
FSRR HOLDCO, LLC**

2012 DEC 21 PM 4:53

Pursuant to the provisions of Section 607.1109 of the Florida Business Corporation Act, the undersigned FirstService Residential Realty, Inc. and FSRR Holdco, LLC adopt the following Articles of Merger:

1. The name of the merging entity is FirstService Residential Realty, Inc., a Florida corporation (the "Merging Entity").
2. The name of the surviving entity of the merger is FSRR Holdco, LLC, a Delaware limited liability company (the "Surviving Entity").
3. A copy of the Agreement and Plan of Merger, dated December 21, 2012, by and between the Surviving Entity, the Merging Entity and FirstService RE Holdings (USA), Inc., is attached hereto as Exhibit "A" and incorporated herein by reference (the "Merger Agreement").
4. The Merger Agreement was approved by the Merging Entity in accordance with the applicable provisions of Chapter 607 of the Florida Business Corporation Act.
5. The Merger Agreement was approved by the Surviving Entity in accordance with the applicable laws of the state under which the Surviving Entity is formed.
6. The Merger Agreement was approved by FirstService RE Holdings (USA), Inc. in accordance with the applicable laws of the state under which FirstService RE Holdings (USA), Inc. is formed.
7. This merger shall be made effective at 11:59 p.m. on December 31, 2012.
8. The Surviving Entity's principal office address in its home state is: c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.
9. The Surviving Entity hereby:
 - (a) appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Entity.
 - (b) agrees to promptly pay the dissenting shareholders of the Merging Entity the amount, if any, to which they are entitled under s. 607.1302, F.S.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, these Articles of Merger have been executed as of the 21st day of December, 2012.

MERGING ENTITY

**FIRSTSERVICE RESIDENTIAL
REALTY, INC.**, a Florida corporation

By: 
Michael Natale, Secretary

SURVIVING ENTITY

FSRR HOLDCO, LLC, a Delaware limited
liability company

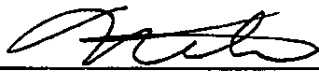
By: 
Michael Natale, Manager

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 21st day of December, 2012, by and among **FIRSTSERVICE RESIDENTIAL REALTY, INC.**, a Florida corporation (the "Merging Entity"), **FSRR HOLDCO, LLC**, a Delaware limited liability company (the "Surviving Entity"), and **FIRSTSERVICE RE HOLDINGS (USA), INC.**, a Delaware corporation ("FS RE Holdings").

WHEREAS, the Merging Entity is a corporation incorporated and existing under and by virtue of the laws of the State of Florida;

AND WHEREAS, the Surviving Entity is a limited liability company organized and existing under and by virtue of the laws of the State of Delaware;

AND WHEREAS, the Surviving Entity is for United States federal income tax purposes a wholly-owned disregarded entity of FS RE Holdings;

AND WHEREAS, the management of the property services business of the Merging Entity is being reorganized, and the board of directors of the Merging Entity and FS RE Holdings have determined that it would therefore be beneficial for the ownership and management of the business of the Merging Entity to be transferred to the Surviving Entity;

AND WHEREAS, the board of directors of the Merging Entity and the Surviving Entity have determined that a transfer of the business of the Merging Entity to the Surviving Entity will also reduce administrative costs and complexity going forward and position those entities for efficient continued utilization of cash flows;

AND WHEREAS, pursuant to the duly authorized action by the members and managers of the Surviving Entity and the shareholders and board of directors of the Merging Entity, the Surviving Entity and the Merging Entity have determined that they shall merge (the "Merger") upon the terms and subject to the conditions and in the manner set forth in this Agreement and in accordance with the applicable provisions of the Delaware Limited Liability Company Act and the Florida Business Corporation Act.

NOW THEREFORE, in consideration of the premises and the terms, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. **Merger.** FS RE Holdings, the Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and subject to the conditions and in the manner set forth in this Agreement, and that the Surviving Entity shall continue under the laws of the State of Delaware

as the surviving entity. The Merger shall be effective as at 11:59 p.m. on December 31, 2012 (the "Effective Time").

2. Survival; Existence. At and after the Effective Time: (a) the Surviving Entity shall be the surviving entity, and shall continue to exist as a limited liability company under the laws of the State of Delaware, with all of the rights and obligations of such Surviving Entity as are provided by the Delaware Limited Liability Company Act; and (b) the Merging Entity shall cease to exist and its assets, property and obligations shall become the assets, property and obligations of the Surviving Entity as the surviving entity.

3. Certificate; Operating Agreement. At and after the Effective Time: (a) the Certificate of Formation of the Surviving Entity in existence immediately prior to the Effective Time shall continue to be the Certificate of Formation of the Surviving Entity until duly amended; and (b) the limited liability company operating agreement of the Surviving Entity in existence immediately prior to the Effective Time shall continue to be the limited liability company operating agreement of the Surviving Entity until duly amended.

4. Manner and Basis of Converting Securities.

(a) *Merging Entity.* Each share of capital stock of the Merging Entity that is issued and outstanding (other than shares of capital stock of the Merging Entity, if any, held in the treasury of the Merging Entity) immediately prior to the Effective Time, on and after the Effective Time, without further action, shall cease to exist. On or after the Effective Time, the sole holder of the sole issued and outstanding share certificate representing 100 shares of the capital stock of the Merging Entity shall surrender the same to the Surviving Entity for cancellation and shall receive in exchange therefor 482,551,724 shares of that class of shares in the capital stock of FS RE Holdings that are designated as "Preferred Stock" in FS RE Holdings' certificate of incorporation as amended or restated from time to time.

(b) *Surviving Entity.* The issued units, if any, of the Surviving Entity shall not be converted in any manner, shall be unaffected and continue to be units of the Surviving Entity.

5. Approval. The Merger contemplated by this Agreement has previously been submitted to and approved by the members and managers of the Surviving Entity and the shareholders and board of directors of the Merging Entity. Subsequent to the execution of this Agreement by the appropriate representatives of the Merging Entity and the Surviving Entity, the proper representatives of the Merging Entity and the Surviving Entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. Miscellaneous. Prior to the Effective Time, this Agreement may be amended or terminated by the written agreement of the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same agreement. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to the conflict of laws principles

thereof. The terms and conditions of this Agreement are solely for the benefit of the parties hereto, and no individual who or entity which is not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise. The name and business address of each manager of the Surviving Entity is as follows:

- (a) Michael Natale, 1815 Griffin Road, Suite 404, Dania Beach, FL 33004
- (b) Bruno Sperduti, 1815 Griffin Road, Suite 404, Dania Beach, FL 33004
- (c) Greg Tolander, 101 West Louis Henna Blvd., Suite 400; Austin, TX 78728

7. Tax Treatment. The parties hereto intend that the merger be treated as a reorganization of the Merging Entity into FS RE Holdings under section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or managers as of the date first written above.

MERGING ENTITY:

**FIRSTSERVICE RESIDENTIAL
REALTY, INC.**

By: 
Michael Natale, Secretary

SURVIVING ENTITY:

FSRR HOLDCO, LLC

By: 
Michael Natale, Manager

FS RE HOLDINGS:

**FIRSTSERVICE RE HOLDINGS (USA),
INC.**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or managers as of the date first written above.

MERGING ENTITY:

**FIRSTSERVICE RESIDENTIAL
REALTY, INC.**

By: _____
Michael Natale, Secretary

SURVIVING ENTITY:

FSRR HOLDCO, LLC

By: _____
Michael Natale, Manager

FS RE HOLDINGS:

**FIRSTSERVICE RE HOLDINGS (USA),
INC.**

By: Alex R
Name: Alex Buehr
Title: Secretary