

Division of Corporations

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Florida Department of State
Division of Corporations
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**MERGER OR SHARE EXCHANGE
PRH 1300 Hotel, LLC**

Certificate of Status	1
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ARTICLES OF MERGER

OF

PRH 1300 RETAIL 1, LLC
PRH 1300 RETAIL 2, LLC
PRH 1300 RETAIL 3, LLC

WITH AND INTO

PRH 1300 HOTEL, LLC

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are being submitted in accordance with Section 605.1025, Florida Statutes.

FIRST: The name, principal address, jurisdiction and entity type of each of the merging parties is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
PRH 1300 Retail 1, LLC 315 S. Biscayne, 4 th Floor Miami, FL 33131 Florida Document / Registration Number: <u>L14000143351</u>	Florida	Limited Liability Company
PRH 1300 Retail 2, LLC 315 S. Biscayne, 4 th Floor Miami, FL 33131 Florida Document / Registration Number: <u>L14000143357</u>	Florida	Limited Liability Company
PRH 1300 Retail 3, LLC 315 S. Biscayne, 4 th Floor Miami, FL 33131 Florida Document / Registration Number: <u>L14000143378</u>	Florida	Limited Liability Company

SECOND: The exact name, principal address, jurisdiction and entity type of the surviving party is as follows:

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<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
PRH 1300 Hotel, LLC 315 S. Biscayne, 4 th Floor Miami, FL 33131	Florida	Limited Liability Company

Florida Document / Registration Number:
L14000143329

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with Sections 605.1021-605.1026, Florida Statutes and by each member of such limited liability company who as a result of the merger will have interest holder liability under Section 605.1023(1)(b), Florida Statutes.

FOURTH: The attached Agreement and Plan of Merger meets the requirements of Section 605.1022, Florida Statutes, and was approved by each limited liability company that is a party to the merger in accordance with Chapters 605, Florida Statutes.

FIFTH: This entity agrees to pay any members with appraisal rights the amount to which members are entitled under Sections 605.1006 and 605.1061-605.1072, Florida Statutes.

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

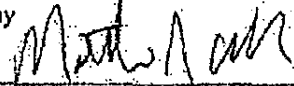
SEVENTH: The merger shall be effective as of the time of filing.

EIGHTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.


NINTH: Signatures follow, and comply with the laws of each party's applicable jurisdiction.

MERGING PARTIES:

PRH 1300 RETAIL 1, LLC, a Florida limited liability company

By: 
Name: MATTHEW ALLEN
Title: Vice President

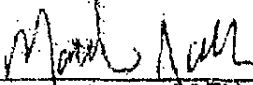
PRH 1300 RETAIL 2, LLC, a Florida limited liability company

By: 
Name: MATTHEW ALLEN
Title: Vice President

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PRH 1300 RETAIL 3, LLC, a Florida limited liability company

By: 
Name: MATTHEW ALLEN
Title: Vice President

SURVIVING PARTY:

PRH 1300 HOTEL, LLC, a Florida limited liability company

By: 
Name: MATTHEW ALLEN
Title: Vice President

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into effective as of October 25, 2016, by and among PRH 1300 RETAIL 1, LLC, PRH 1300 RETAIL 2, LLC, PRH 1300 RETAIL 3, LLC, each a Florida limited liability company, (hereinafter sometimes collectively referred to as the "Merged Companies"), and PRH 1300 HOTEL, LLC, a Florida limited liability company (the "Surviving Company"). The Merged Companies and the Surviving Company hereinafter sometimes collectively referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, the parties desire that the Merged Companies merge with and into the Surviving Company in a manner which conforms to applicable laws of Florida; and

WHEREAS, the sole member of each of the Merged Companies and the sole member of the Surviving Company have, upon the terms and conditions stated herein, duly approved and authorized the Merger (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger.** At the Effective Time (as defined below), the Merged Companies shall merge with and into the Surviving Company in accordance with the laws of the State of Florida (the "Merger").
2. **Effective Date.** The Merger shall be effective as of the date of filing the Articles of Merger with the Florida Secretary of State (the "Effective Time").
3. **Rights of the Surviving Company.** The Merger shall have the effects set forth in Section 605.1026 of the Florida Revised Limited Liability Company Act, F.S. 605 (the "Act").
4. **Articles of Organization, Operating Agreement, Members of Surviving Company.** Upon the Effective Time: (a) the articles of organization of the Surviving Company as in effect immediately prior to the Effective Time shall continue as the Articles of Organization of the Surviving Company until thereafter amended or cancelled in the manner provided by law; (b) the Operating Agreement of the Surviving Company as in effect immediately prior to the Effective Time shall continue as the Operating Agreement of the Surviving Company until thereafter amended or terminated in the manner provided by law; and (c) the sole member of the Surviving Company shall remain the sole member of the Surviving Company.
5. **Authorization.** Prior to the Effective Time, each of the Constituent Entities shall take all such action (including, without limitation, obtaining the approval of this Agreement and the Merger by the sole member of each of the Constituent Entities) necessary to consummate the Merger.
6. **Membership Interests.** Upon the Effective Time, each then outstanding membership interest in the Merged Companies shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and cease to exist and no consideration shall be issued in respect thereof. Upon the Effective Time, each then outstanding membership interest in the Surviving Company shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to represent 100% of the outstanding membership interests of the Surviving Company.
7. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

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8. Waivers and Amendments. This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

10. Headings. The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. Severability of Provisions. The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

[Signature page follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

MERGING COMPANIES:

PRH 1300 RETAIL 1, LLC, a Florida limited liability company

By: Matthew Allen
Name: MATTHEW ALLEN
Title: Vice President

PRH 1300 RETAIL 2, LLC, a Florida limited liability company

By: Matthew Allen
Name: MATTHEW ALLEN
Title: Vice President

PRH 1300 RETAIL 3, LLC, a Florida limited liability company

By: Matthew Allen
Name: MATTHEW ALLEN
Title: Vice President

SURVIVING PARTY:

PRH 1300 HOTEL LLC, a Florida limited liability company

By: Matthew Allen
Name: MATTHEW ALLEN
Title: Vice President

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