

Florida Department of State

Division of Corporations

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To:

Division of Corporations

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MERGER OR SHARE EXCHANGE**DESIGN MIAMI, INC.**

*****PLEASE MAKE SURE
THIS IS FILED AFTER
THE MERGERS:
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Certificate of Status	0
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ARTICLES OF MERGER**OF**

DESIGN MIAMI, LLC,
a Florida limited liability company (the "Merging Entity")

WITH AND INTO

DESIGN MIAMI, INC.,
a Florida corporation (the "Surviving Entity")

The following Articles of Merger (these "Articles") are being submitted pursuant to the provisions of Section 605.1025 of the Florida Limited Liability Company Act (the "Florida LLC Act") and Section 607.1105 of the Florida Business Corporation Act (the "Florida Corporation Act")

FIRST: The exact name, jurisdiction and entity type of the Merging Entity are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Design Miami, LLC	Florida L00000000061	Limited Liability Company

SECOND: The exact name, jurisdiction, and entity type of the Surviving Entity are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Miami Design, Inc.	Florida P99000108717	Corporation

THIRD: Pursuant to an Agreement and Plan of Merger (the "Plan of Merger") by and between the Merging Entity and the Surviving Entity, the Merging Entity intends to merge with and into the Surviving Entity (the "Merger") and the separate existence of the Merging Entity shall cease. The Surviving Entity is the surviving business entity in the Merger. A copy of the Plan of Merger is attached hereto as Exhibit "A" and incorporated by reference herein.

FOURTH: The Plan of Merger was duly approved and adopted by the Merging Entity in accordance with Section 605.1023 of the Florida LLC Act.

FIFTH: The Plan of Merger was duly approved and adopted by the Surviving Entity in accordance with Section 607.1103 of the Florida Corporation Act.

SIXTH: 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 of the Florida LLC Act.

SEVENTH: The merger shall become effective upon the filing of these Articles of Merger.

These Articles may be executed in separate counterparts or counterpart signature pages, each of which shall be deemed to be an original and all of which, when taken together, shall

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constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the Merging Entity and the Surviving Entity have caused these Articles to be signed this ____ day of December, 2020.

MERGING ENTITY:

DESIGN MIAMI, LLC,
a Florida limited liability company

By: ~~DESIGN MIAMI INC.,~~
~~a Florida corporation,~~
~~its Managing Member~~

By: _____
Name: Craig Robinson
Title: President

SURVIVING ENTITY:

DESIGN MIAMI, INC.,
a Florida corporation

By: _____
Name: Craig Robinson
Title: President

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EXHIBIT A

AGREEMENT AND PLAN OF MERGER

[See attached.]

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") relates to the merger of DESIGN MIAMI, LLC, a Florida limited liability company (the "**Non-surviving LLC**"), with and into DESIGN MIAMI, INC., a Florida corporation (the "**Surviving Corporation**").

WHEREAS, the Non-surviving LLC and the Surviving Corporation wish to enter into a merger agreement pursuant to which the Non-surviving LLC will merge with and into the Surviving Corporation and the Surviving Corporation will be the surviving corporation.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth below, the parties agree as follows:

1. **Non-surviving LLC**. The name and jurisdiction of formation of the Non-surviving LLC are as follows:

Name of LLC

State of Formation

Design Miami, LLC

Florida

2. **Surviving Corporation**: The name and jurisdiction of formation of the Surviving Corporation are as follows:

Name of Corporation

State of Formation

Design Miami, Inc.

Florida

3. **The Merger**. Subject to the terms and conditions of this Agreement and in accordance with Section 605.1025 of the Florida Revised Limited Liability Company Act (the "**Florida LLC Act**") and Section 607.1101 of the Florida Business Corporation Act (the "**Florida Corporation Act**"), at the Effective Date (as hereinafter defined), the Non-surviving LLC shall merge (the "**Merger**") with and into the Surviving Corporation. Upon consummation of the Merger, the separate existence of the Non-surviving LLC shall cease and the Surviving Corporation shall be the surviving corporation in the Merger.

4. **Effective Date and Time of the Merger**. The Merger shall become effective as of the filing of Articles of Merger by the Surviving Corporation with the Secretary of State of the State of Florida (the "**Effective Date**").

5. **Treatment of Equity Interests**.

(a) Each limited liability company interest in the Non-surviving LLC existing immediately prior to the Effective Date, and any right to acquire a limited liability company interest therein, shall, by virtue of the Merger, and without any action on the part of the holder thereof, or consideration being tendered thereto, be cancelled and retired and cease to exist, without any conversion thereof.

(b) Each shareholder interest in the Surviving Corporation existing immediately prior to the Effective Date, and any right to acquire a shareholder interest therein, shall, by virtue of the

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Merger, and without any action on the part of the holder thereof, continue to exist as a shareholder interest or right to acquire a shareholder interest, respectively, in the Surviving Corporation.

6. Effects of the Merger. At and after the Effective Date, the Merger shall have the effects set forth in Section 605.1026 of the Florida LLC Act and Section 607.1106 of the Florida Corporation Act.

7. Articles of Incorporation of the Surviving Corporation. The Articles of Incorporation of the Surviving Corporation, as amended, as in effect on the Effective Date shall be the articles of incorporation of the surviving corporation.

8. Bylaws. The Bylaws, of the Surviving Corporation, as amended, as in effect on the Effective Date shall be the bylaws of the surviving corporation.

9. Compliance Agreement. The Non-surviving LLC shall from time to time, as and when requested by the Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

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

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the __ day of December, 2020.

NON-SURVIVING LLC:

DESIGN MIAMI, LLC,
a Florida limited liability company

By: **DESIGN MIAMI INC.,**
a Florida corporation,
its Managing Member

By: _____
Name: Craig Robins
Title: President

SURVIVING CORPORATION:

DESIGN MIAMI, INC.,
a Florida corporation

By: _____
Name: Craig Robins
Title: President

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