

LO2000003065

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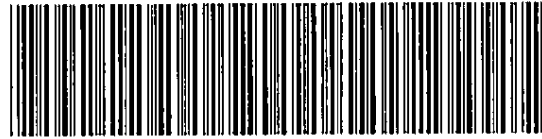
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Certified Copies _____ Certificates of Status _____

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AUG 07 2019
S. YOUNG

CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 08/06/2019

Acc#120160000072

en: c DW

Name:	Eagle Home Mortgage, LLC
Document #:	
Order #:	12024681

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
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Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
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Examiner _____
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Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$	90
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Thank you!

**ARTICLES OF MERGER
OF
EAGLE HOME MORTGAGE OF CALIFORNIA**
a California corporation
**WITH AND INTO
EAGLE HOME MORTGAGE, LLC**
a Florida limited liability company

August 5, 2019

FILED
19 AUG -6 PM 9:15
COUNTY OF CLAY
FLORIDA

The following articles of merger are submitted to merge Eagle Home Mortgage of California, a California corporation, with and into Eagle Home Mortgage, LLC, a Florida limited liability company, in accordance with Section 605.1025, Florida Statutes.

FIRST: The name, jurisdiction of formation and type of entity of the merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
Eagle Home Mortgage of California	California	California corporation

SECOND: The name, jurisdiction of formation and type of entity of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
Eagle Home Mortgage, LLC	Florida	Florida LLC (Document Number L02000003065)

THIRD: The Agreement and Plan of Merger ("**Plan of Merger**") is attached hereto as Exhibit A.

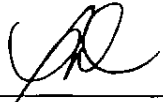
FOURTH: The merger shall become effective as of August 10, 2019.


FIFTH: The Plan of Merger was adopted and approved by the managers and the members of the surviving party, the only parties whose approval is required to approve the merger.

SIXTH: The Plan of Merger was adopted and approved by the sole shareholder and the board of directors of the merging party, the only parties whose approval is required to approve the merger and in accordance with the General Corporations Law of the State of California.

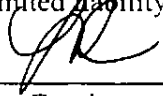
IN WITNESS WHEREOF, the parties have executed these Articles of Merger as of the date first set forth above.

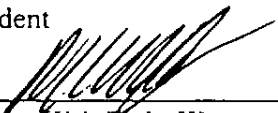
**EAGLE HOME MORTGAGE OF
CALIFORNIA,**
a California corporation

By: 
Name: Laura Escobar
Title: President

By: 
Name: Mark Sustana
Title: Secretary

EAGLE HOME MORTGAGE, LLC,
a Florida limited liability company

By: 
Name: Laura Escobar
Title: President

By: 
Name: Robert Kirk Park, III
Title: Executive Vice President

*[Signature Page to Articles of Merger – Eagle Home Mortgage of California
with and into Eagle Home Mortgage, LLC]*

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of August 5, 2019, between **Eagle Home Mortgage of California**, a California corporation (the "Merging Entity"), and **Eagle Home Mortgage, LLC**, a Florida limited liability company ("Parent" or the "Surviving Entity"; and collectively with the Merging Entity, the "Constituent Entities" or the "Parties").

R E C I T A L S:

WHEREAS, upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the General Corporations Law of the State of California (the "GCL") and the Florida Revised Limited Liability Company Act (the "Florida LLC Act"), the Merging Entity and Parent desire to engage in a merger transaction pursuant to which the Merging Entity will be merged with and into Parent with Parent surviving as the surviving entity (the transactions contemplated by the foregoing, the "Merger"); and

WHEREAS, (1) the Board of Directors (the "Directors") and Parent as the sole shareholder of the Merging Entity, and (2) the managers (the "Managers") and the members (the "Members") of Parent, have approved this Agreement and the transactions contemplated herein, and have determined that the Merger is advisable to and in the best interests of, the Merging Entity and Parent, as applicable.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I

MERGER

1.1 The Merger. On the terms and subject to the conditions hereof, and in accordance with the GCL and the Florida LLC Act, at the Effective Time (as defined below) the Merging Entity shall be merged with and into Parent and the separate existence of the Merging Entity under the GCL shall cease thereupon. Following the Merger, Parent shall continue as the surviving entity, and the separate limited liability company existence of Parent with all its rights, privileges, immunities, powers and franchises under the Florida LLC Act shall continue unaffected by the Merger.

1.2 Approval of the Merger. Parent shall prepare and file with the Department of State of the State of Florida a certificate with respect to the Merger (the "Florida Merger Certificate") and the Merging Entity shall prepare and file with the Secretary of State of the State of California a certificate with respect to the merger (the "California Merger Certificate"; and together with the Florida Merger Certificate, the "Merger Certificates"). The Members and the Managers of Parent

and Parent as the sole shareholder of the Merging Entity and the Directors have approved this Plan of Merger and the Merger Certificates, as applicable.

1.3 Effective Date and Effective Time. The Merger Certificates shall be executed, delivered and filed in accordance with the provisions of the Florida LLC Act and GCL, as applicable, as soon as practicable following the execution of this Agreement. The Merger shall become effective on August 10, 2019 (the date and time of the Merger being referenced to herein as the "Effective Date" and the "Effective Time," respectively).

1.4 Effect of the Merger. At the Effective Time, and without any further action on the part of the Surviving Entity, the Surviving Entity shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, of each of the Constituent Entities, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities so merged; and all of the rights, privileges, powers and franchises of each of the Constituent Entities, and all property, real, personal and mixed, and all debts due to either of the Constituent Entities on whatever account, shall be vested in the Surviving Entity; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter the property of the Surviving Entity as they were of the Constituent Entities; and the title to any real estate, vested by deed or otherwise, in either of the Constituent Entities, shall not revert or in any way be impaired by reason of the Merger; provided, that all debts, liabilities and duties of the Constituent Entities, and all rights of creditors and all liens upon any property of either of the Constituent Entities shall thenceforth attach to the Surviving Entity, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

1.5 Articles of Organization and Operating Agreement of Surviving Entity. From and after the Effective Time, the articles of organization of Parent (as amended, the "Charter") in effect immediately prior to the Effective Time shall be the charter of the Surviving Entity, unless and until altered, amended or repealed as provided in the Charter, and the Amended and Restated Operating Agreement of Parent dated as November 21, 2016, as amended by a First Amendment to the Amended and Restated Operating Agreement of Parent dated as of June 5, 2017 (the "Operating Agreement"), shall be the operating agreement of the Surviving Entity.

1.6 Name; Offices. The name of the Surviving Entity shall be "Eagle Home Mortgage, LLC". The main office of Parent immediately prior to the Effective Time shall be the main office of the Surviving Entity.

1.7 Managers and Officers of the Surviving Entity. The Managers and the officers of Parent immediately prior to the Effective Time shall be the managers and officers of the Surviving Entity until their respective successors are duly elected and qualified in the manner provided in the Operating Agreement and applicable law.

1.8 Registered Agent and Address. The registered agent and the address of the registered office of Parent immediately prior to the Effective Time shall be the registered agent and the address of the registered office of the Surviving Entity.

ARTICLE II

CONVERSION AND CANCELLATION OF SECURITIES

2.1 Conversion of Capital Stock. At the Effective Time, each of the then issued and outstanding shares of capital stock of the Merging Entity shall, by virtue of the Merger and without any action on the part of the holder of such shares, be cancelled and cease to exist and no consideration shall be issued in respect thereof. The membership interests of Parent issued and outstanding immediately before the Effective Time shall not be affected by the consummation of the transactions contemplated by this Agreement following the Effective Time.

2.2 Further Assurances. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Entity, its right, title or interest in, to or under any of the rights, properties or assets of the Merging Entity acquired or to be acquired by the Surviving Entity, as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the managers and officers of the Surviving Entity shall, and are authorized to, execute and deliver, in the name and on behalf of the Merging Entity or otherwise, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of the Merging Entity or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Entity or to otherwise carry out this Agreement.

ARTICLE III

MISCELLANEOUS

3.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of law rules thereof, provided that the laws of the State of California shall govern insofar as they apply to the internal affairs of the Merging Entity.

3.2 Headings. The headings in this Agreement are inserted for convenience only and shall not be used to determine the construction or interpretation of this Agreement.

3.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

3.4 Third Party Beneficiaries. This Agreement is not intended to confer upon any other person or entity any rights or remedies, other than the Parties and their respective permitted successors and permitted assigns.

3.5 Authorization. Parent, the Managers, the Directors and the officers, as applicable, of the Constituent Entities are authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and

documents which shall be or become necessary, proper, or convenient to effectuate or consummate any of the provisions of this Agreement or of the Merger provided for herein.

3.6 Modification or Amendment. The Parties may modify or amend this Agreement by mutual written agreement executed and delivered by duly authorized officers or representatives of the respective Party.

3.7 Termination. This Agreement may be terminated and abandoned by the consent of the Parties at any time before the Effective Date.


3.8 Entire Agreement. This Agreement constitutes the sole understanding of the Parties with respect to the subject matter hereof.

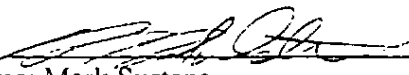
3.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Notwithstanding anything to the contrary in this Agreement, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signatures on the following page]

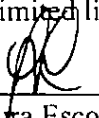
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf and attested by its officers thereunto duly authorized, all as of the date first above written.

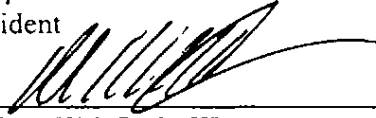
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