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Florida Department of State
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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE
RENAISSANCE AT SUGAR HILL, LLC

Certificate of Status	1
Certified Copy	1
Page Count	06
Estimated Charge	\$95.00

\$ 116.25

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STEARNS WEAVER MILLER

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**CERTIFICATE OF MERGER
FOR
FLORIDA LIMITED PARTNERSHIP
AND
FLORIDA LIMITED LIABILITY COMPANY**

The following Certificate of Merger is submitted in accordance with Section 620.2108, Florida Statutes, and Section 608.4382, Florida Statutes.

FIRST: The exact name, entity type, and jurisdiction for each merging party are as follows:

Sugar Hill Apartments, Ltd., a Florida limited partnership
Document Number A97000000254
8500 N.W. 25th Avenue
Miami, Florida 33147

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

Renaissance at Sugar Hill, LLC, a Florida limited liability company
Document Number L13000102099
8400 NW 25th Avenue, Suite 126
Miami, Florida 33147

THIRD: The attached plan of merger was approved by each party in accordance with the applicable provisions of Chapters 620 and 608, Florida Statutes and its organizational documents.

FOURTH: The effective date of the merger shall be the date upon which this Certificate of Merger is filed with the Florida Department of State.

FIFTH: Signatures for Each Party:

(Merger must be signed by the general partner of merging party and by the sole member of the surviving party).

SURVIVING PARTY:

RENAISSANCE AT SUGAR HILL, LLC,
a Florida limited liability company

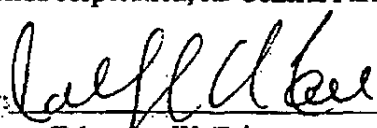
By: Urban League of Greater Miami Inc.,
a Florida not-for-profit corporation,
its Sole Member

By: 
Name: Talmadge W. Fair
Title: President

MERGING PARTY:

SUGAR HILL APARTMENTS, LTD.,
a Florida limited partnership

By: ULGM Sugar Hill, Inc., a
Florida corporation, its General Partner

By: 
Name: Talmadge W. Fair
Title: President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement"), dated as of September 13, 2013, is entered into by and between Sugar Hill Apartments, Ltd., a Florida limited partnership ("Sugar Hill"), and Renaissance at Sugar Hill, LLC, a Florida limited liability company ("Renaissance").

WITNESSETH:

WHEREAS, Sugar Hill is a limited partnership duly organized and existing under the laws of the State of Florida;

WHEREAS, Renaissance is a limited liability company duly organized and existing under the laws of the State of Florida; and

WHEREAS, the General Partner of Sugar Hill and the sole Member of Renaissance deem it advisable and in the best interests of their respective entities to have Sugar Hill merge with and into Renaissance pursuant to this Agreement and the applicable provisions of the laws of the State of Florida (the "Merger").

NOW, THEREFORE, the parties hereto, in consideration of the premises, mutual covenants and agreements herein contained, hereby agree as follows:

**ARTICLE 1
THE MERGER**

On the Effective Date of the Merger (as hereinafter defined) and in accordance with the laws of the State of Florida, Sugar Hill shall merge with and into Renaissance, with Renaissance being the limited liability company surviving the Merger (the "Surviving Company").

**ARTICLE 2
EFFECTIVE DATE**

A Certificate of Merger, substantially in the form attached as Appendix "A" hereto, executed in accordance with the laws of the State of Florida shall be filed with the Secretary of State of the State of Florida. The Merger shall become effective on the date and time the Certificate of Merger is filed with the Secretary of State of the State of Florida (the "Effective Date of the Merger").

ARTICLE 3
CERTAIN RESULTS OF THE MERGER

(a) Succession by Surviving Company; Effects of the Merger. Upon the Merger becoming effective and by virtue thereof Sugar Hill and Renaissance shall become and be a single member limited liability company, with Renaissance as the Surviving Company, and the separate limited partnership existence of Sugar Hill shall cease. The Merger shall have the effects set forth in Section 620.2109 of the Florida Revised Uniform Limited Partnership Act, and 608.4383 of the Florida Limited Liability Company Act.

(b) Articles of Organization and Members of Surviving Company. Upon the Merger becoming effective:

(i) The Articles of Organization of Renaissance as in effect immediately prior to the Merger becoming effective, shall be the Articles of Organization of the Surviving Company until amended in the manner provided by law and said Articles of Organization.

(ii) The Operating Agreement of Renaissance in effect immediately prior to the Merger becoming effective shall be the Operating Agreement of the Surviving Company until amended in the manner provided by law, the Articles of Organization of the Surviving Company and said Operating Agreement.

ARTICLE 4
CONVERSION AND EXCHANGE OF MEMBERSHIP INTERESTS
AND PARTNERSHIP INTERESTS
UPON THE EFFECTIVE DATE OF THE MERGER

(a) Renaissance Membership Interests. Each membership interest in Renaissance owned by the members of Renaissance immediately prior to the Effective Date of the Merger shall continue to be owned by each member at and after the Effective Date of the Merger as each member's membership interests in the Surviving Company.

(b) Sugar Hill Partnership Interests. Upon the Effective Date of the Merger, each partnership interest in Sugar Hill owned by the partners of Sugar Hill immediately prior to the Effective Date of the Merger shall be converted into such partner's right to receive its pro-rata share of One Hundred Dollars (\$100) based upon its percentage interest in Sugar Hill. Any right of the partners to receive additional partnership interests in Sugar Hill shall be cancelled and extinguished.

ARTICLE 5
MISCELLANEOUS

(a) Amendments. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

(b) 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 constitute one and the same instrument.

(c) Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

(d) Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

(e) Headings. The headings of the sections and articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

[SIGNATURES ON THE FOLLOWING PAGE]

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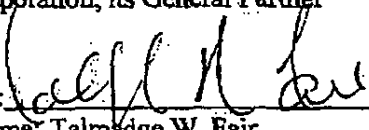
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IN WITNESS WHEREOF, the parties hereto have caused this Plan and Agreement of Merger to be duly executed on their behalf as of the date first above written.

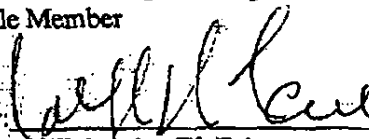
SUGAR HILL APARTMENTS, LTD.,
a Florida limited partnership

By: ULGM Sugar Hill, Inc., a Florida
corporation, its General Partner

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