

L14000041560

Florida Department of State
Division of Corporations
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**MERGER OR SHARE EXCHANGE
M & M MAISON II, LLC**

Certificate of Status	0
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FLORIDA DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

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3/17/14
3/12/2014



March 13, 2014

FLORIDA DEPARTMENT OF STATE
Division of Corporations

M & M MAISON II, LLC
8500 N.W. 25TH AVENUE
MIAMI, FL 33147

SUBJECT: M & M MAISON II, LLC
REF: L14000041560

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

M & M Maison II, Ltd need to file their 2014 annual report before the merger can be filed.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey
Regulatory Specialist II

FAX Aud. #: H14000060899
Letter Number: 014A00005491

*3/14/14 Please note that
m & m maison II, Ltd. has
filed its 2014 annual
report on 3-13-14.*

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14 MAR 14 AM 10:30

ARTICLES OF MERGER
FOR
FLORIDA LIMITED PARTNERSHIP
AND
FLORIDA LIMITED LIABILITY COMPANY

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted in accordance with Section 620.2108, Florida Statutes, and Section 605.1025, Florida Statutes.

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

M & M Maison II, Ltd., a Florida limited partnership
Document Number A32213
8500 N.W. 25th Avenue
Miami, Florida 33147

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

M & M Maison II, LLC, a Florida limited liability company
Document Number L14000041560
8400 NW 25th Avenue
Miami, Florida 33147

THIRD: The attached plan of merger was approved by each party in accordance with the applicable provisions of Chapters 620 and 605, Florida Statutes and its organizational documents.

FOURTH: The effective date of the merger shall be the date upon which these Articles of Merger are 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:

M & M MAISON II, LLC,
a Florida limited liability company

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

By: 

Name: Talmadge W. Fair

Title: President

Date: March 12, 2014

MERGING PARTY:

M & M MAISON II, LTD.,
a Florida limited partnership

By: ULGM Development Corporation,
a Florida not-for-profit corporation,
its General Partner

By: 

Name: Talmadge W. Fair

Title: President

Date: March 12, 2014

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement"), dated as of March 12, 2014, is entered into by and between M & M Maison II, Ltd., a Florida limited partnership ("Maison LTD"), and M & M Maison II, LLC, a Florida limited liability company ("Maison LLC").

WITNESSETH:

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

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

WHEREAS, the General Partner of Maison LTD and the sole Member of Maison LLC deem it advisable and in the best interests of their respective entities to have Maison LTD merge with and into Maison LLC 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, Maison LTD shall merge with and into Maison LLC, with Maison LLC being the limited liability company surviving the Merger (the "Surviving Company").

ARTICLE 2
EFFECTIVE DATE

Articles 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 Florida Department of State. The Merger shall become effective on the date and time the Articles of Merger are filed with the Florida Department of State (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 Maison LTD and Maison LLC shall become and be a single member limited liability company, with Maison LLC as the Surviving Company, and the separate limited partnership existence of Maison LTD shall cease. The Merger shall have the effects set forth in Section 620.2109 of the Florida Revised Uniform Limited Partnership Act, and 605.1026 of the Florida Revised Limited Liability Company Act.

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

(i) The Articles of Organization of Maison LLC 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 Maison LLC 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) Maison LLC Membership Interests. Each membership interest in Maison LLC owned by the members of Maison LLC 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) Maison LTD Partnership Interests. Upon the Effective Date of the Merger, each partnership interest in Maison LTD owned by the partners of Maison LTD 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 Maison LTD. Any right of the partners to receive additional partnership interests in Maison LTD 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.

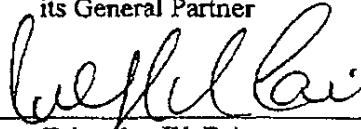
(e) Headings. The headings of the sections and articles of this Agreement are inserted for convenience only and shall not constitute a part hereof.

[SIGNATURES ON THE FOLLOWING PAGE]

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.

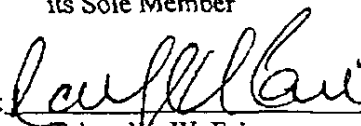
M & M MAISON II, LTD.,
a Florida limited partnership

By: ULGM Development Corporation
a Florida not for profit corporation,
its General Partner

By: 
Name: Talmadge W. Fair
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