

L1400004283
 BYA-9545887115
 Division of Corporations 9/16

**Florida Department of State
 Division of Corporations
 Electronic Filing Cover Sheet**

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H19000218688 3)))



H190002186883ABCA

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
 Fax Number : (850)617-6380

From:

Account Name : PERLMAN, BAJANDAS, YEVOLI, & ALBRIGHT P.L.
 Account Number : I20040000167
 Phone : (305)377-0809
 Fax Number : (305)377-0781

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: mshaff@pbjlaw.com

MERGER OR SHARE EXCHANGE

VenMiami Investments I, LLC

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$85.00

*This merger
 should be
 filed after
 H190002186713
 Thanks..*

Electronic Filing Menu

Corporate Filing Menu

Help

H19000218688 3

ARTICLES OF MERGER

of

JUNIPI LLC
(a Florida Limited Liability Company)

With and Into

VENMIAMI INVESTMENTS I, LLC
(a Florida Limited Liability Company)

Pursuant to Sections 605.1025, 605.1026 and 605.1022 of the Florida Revised Limited Liability Company Act (the "FRLCA"), JUNIPI LLC, a Limited Liability Company organized under the laws of the State Florida ("JUNIP"), and VENMIAMI INVESTMENTS I, LLC, a Limited Liability Company organized under the laws of the State Florida ("VENMIAMI"), adopted on the 15th day of July, 2019, the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of the FBCA, and hereby certify as follows:

ARTICLE I

The Agreement and Plan of Merger (the "Plan of Merger"), attached hereto and incorporated by reference herein, and adopted in accordance with the provisions of Section 605.1022 of the FRLCA, provides for the merger of JUNIPI (the "Constituent Entity") with and into VENMIAMI I (the "Merger"), with VENMIAMI I as the surviving entity (the "Surviving Company").

ARTICLE II

The Articles of Organization of the Surviving Company shall be the Articles of Organization of the Surviving Company.

ARTICLE III

The Plan of Merger was duly approved by a unanimous written consent executed by all the members of the Surviving Company and a unanimous written consent executed by all the members and managers of the Constituent Entity, pursuant to Sections 605.1021-605.1026 of the FRLCA on the 10th day of July, 2019.

ARTICLE IV

The Merger shall be effective as of the 31st day of July, 2019 (the "Effective Time"). At the Effective Time, the separate existence of each of the Constituent Entity shall cease and the Constituent Entity shall be merged with and into the Surviving Company in accordance with the terms and conditions of the Plan of Merger.

H19000218688 3

H190002186883


IN WITNESS WHEREOF the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers this 15th day of July, 2019.

[Remainder of page intentionally blank]

H190002186883


H19000218688 3

JUNUPI LLC, the Constituent Entity:

By: 

Juan R. Curbelo Taboada
Manager

VENMIAMI INVESTMENTS I, LLC, the
Surviving Company:

By: 

Juan R. Curbelo Taboada
Manager

H19000218688 3

H190002186883

AGREEMENT AND PLAN OF MERGER

JUNIPI LLC, a Limited Liability Company organized under the laws of the State Florida ("JUNIPI"), and VENMIAMI INVESTMENTS I, LLC., a Limited Liability Company organized under the laws of the State Florida ("VENMIAMI I"), and together with JUNIPI, the "Parties", enter into this Agreement and Plan of Merger on this 12th day of July, 2019 (this "Agreement").

RECITAL

The members and managers of JUNIPI and VENMIAMI I deem it advisable and in the best interest of said companies that JUNIPI (the "Constituent Entity") merges with and into VENMIAMI I (the "Surviving Company").

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, it is hereby agreed by and between the Parties hereto that the Constituent Entity shall merge with and into the Surviving Company in accordance with the applicable provisions of the Florida Business Corporation Act, as amended (the "FBCA"), and upon the following terms and conditions:

TERMS

1. **Merger.** In accordance with the laws and applicable provisions of the laws of the State of Florida, the Constituent Entity shall merge into and become a part of VENMIAMI I (the "Merger"). Upon the effective date of the Merger, the separate corporate existence of the Constituent Entity shall cease. The effective date for the transaction contemplated hereunder shall be on July 31st, 2019.

2. **Changes to Articles of Organization.** The Articles of Organization of the Surviving Company shall be the Articles of Organization of the Surviving Company.

3. **Changes to Operating Agreement.** The Operating Agreement of the Surviving Company shall be the Operating Agreement of the Surviving Company.

4. **Changes to Members and Managers.** The Members and Managers of the Surviving Company shall be the current Members and Managers of the Surviving Company.

5. **Representations and Warranties.**

(a) JUNIPI represents and warrants as follows:

- (i) *Organization and Good Standing.* JUNIPI is a Limited Liability Company duly organized, validly existing and in good standing under the laws of Florida and has the corporate power to carry on its business as it is now being conducted.
- (ii) *Authorization.* The execution, delivery and performance of this Agreement by JUNIPI have been duly and validly authorized and approved by all

H190002101002

H19000218688 3

necessary corporate action.

(b) VENMIAMI I represents and warrants as follows:

- (i) *Organization and Good Standing.* VENMIAMI I is a Limited Liability Company duly organized, validly existing and in good standing under the laws of Florida and has the corporate power to carry on its business as it is now being conducted.
- (ii) *Authorization.* The execution, delivery and performance of this Agreement by VENMIAMI I have been duly and validly authorized and approved by all necessary corporate action.

6. **Effects of Merger.** The Merger shall have the effect provided therefor by Florida law. As of the effective date of the Merger, the Surviving Company shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers and franchises both of a public and private nature, and be subject to all the restrictions, disabilities and duties of the Constituent Entity; and all the property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to the Constituent Entity, shall be deemed to be transferred to and vested in the Surviving Company without further act or deeds, and the title to any property or any interest therein, vested in the Constituent Entity, shall not revert to or be in any way impaired by reason of the Merger.

The Surviving Company shall be responsible and liable for all the liabilities and obligations of the Constituent Entity; and any claims existing by or against the Constituent Entity may be prosecuted to judgment as if the Merger had not occurred, or the Surviving Company may be substituted in the place of the Constituent Entity. The rights of any creditors of the Constituent Entity shall not be impaired by the Merger. The Surviving Company shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with any outstanding obligations of the Constituent Entity.

7. **Membership Interests.** Each member's proprietary ownership in the Constituent Entity immediately before the Merger will be identical to the member's proprietary ownership in the Surviving Company immediately after the Merger.

8. **Further Assurances.** If at any time the Surviving Company shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to protect or confirm of record in the Surviving Company the title to any property or rights of the Constituent Entity, or to otherwise carry out the provisions hereof, the proper officers, directors and/or managers of the Constituent Entity, as of the effective date of the Merger, shall execute and deliver any and all proper assignments and assurances in law, and do all things necessary and proper to vest, perfect or confirm title to such property or rights in the Surviving Company and to otherwise carry out the provisions hereof.

9. **Abandonment or Amendment.** At any time prior to the filing of the Articles of

H19000218688 3

H19000218688 I

Merger with the State of Florida, Office of the Secretary of State, the proposed Merger may be abandoned by the parties pursuant to this provision or amended by the action of the Parties pursuant to this provision.

10. Approval. This Agreement has been approved by, and the execution and delivery thereof authorized by, the members and managers of the Surviving Company and of the Constituent Entity.

11. Successors and Assigns. This Agreement is binding upon and will inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns.

12. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or will confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13. Costs. All costs in connection with this Agreement will be paid by the Surviving Company.

14. Governing Law; Submission to Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

15. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, email or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally blank]

H190002186883

H19000218688 3

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date written above.

JUNUPI LLC, the Constituent Entity:

By: 

Juan R. Curbelo Taboada
Manager

VENMIAMI INVESTMENTS I, LLC, the
Surviving Company:

By: 

Juan R. Curbelo Taboada
Manager

H19000218688 3