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MERGER OR SHARE EXCHANGE  
CITY CENTRAL APARTMENTS, LLC

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	<del>\$86.25</del>

\$107.50

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

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:

Central City Apartments, Ltd., a Florida limited partnership  
Document Number A32801  
8500 N.W. 25<sup>th</sup> Avenue  
Miami, Florida 33147

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

Central City Apartments, LLC, a Florida limited liability company  
Document Number L14000043249  
8400 NW 25<sup>th</sup> 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 this Articles of Merger is filed with the Florida Department of State.

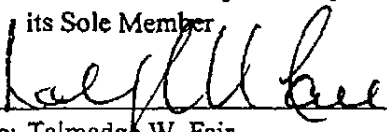
**FIFTH:** Signatures for each Party:

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

**SURVIVING PARTY:**

**CENTRAL CITY APARTMENTS, LLC,**  
a Florida limited liability company

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

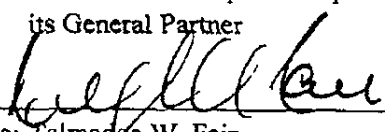
By:   
Name: Talmadge W. Fair  
Title: President

Date: March 17, 2014

**MERGING PARTY:**

**CENTRAL CITY APARTMENTS, 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 17, 2014

**PLAN AND AGREEMENT OF MERGER**

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement"), dated as of March 11, 2014, is entered into by and between Central City Apartments, Ltd., a Florida limited partnership ("Central City LTD"), and Central City Apartments, LLC, a Florida limited liability company ("Central City LLC").

**WITNESSETH:**

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

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

WHEREAS, the General Partner of Central City LTD and the sole Member of Central City LLC deem it advisable and in the best interests of their respective entities to have Central City LTD merge with and into Central City 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, Central City LTD shall merge with and into Central City LLC, with Central City 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 Central City LTD and Central City LLC shall become and be a single member limited liability company, with Central City LLC as the Surviving Company, and the separate limited partnership existence of Central City 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 Central City 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 Central City 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) Central City LLC Membership Interests. Each membership interest in Central City LLC owned by the members of Central City 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) Central City LTD Partnership Interests. Upon the Effective Date of the Merger, each partnership interest in Central City LTD owned by the partners of Central City 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 Central City LTD. Any right of the partners to receive additional partnership interests in Central City 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.


CENTRAL CITY APARTMENTS, 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

CENTRAL CITY APARTMENTS, 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