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Florida Department of State
Division of Corporations
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**MERGER OR SHARE EXCHANGE
BION PROPERTIES, LLC**

Certificate of Status	1
Certified Copy	0
Page Count	03
Estimated Charge	\$58.75

**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
SAFUAN, LLC	Florida	Limited Liability Company
<u>L17-249232</u>		

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
BION PROPERTIES, LLC	Florida	Limited Liability Company
<u>L14-157749</u>		

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Signature(s):

Typed or Printed
Name of Individual:

SAFUAN, LLC

BION PROPERTIES, LLC

Marcela Gabriela Geijo Pino

Marcela Gabriela Geijo Pino

Corporations:

General partnerships:

Florida Limited Partnerships:

Non-Florida Limited Partnerships:

Limited Liability Companies:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

Signature of a general partner or authorized person

Signatures of all general partners

Signature of a general partner

Signature of an authorized person

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AGREEMENT AND PLAN OF MERGER

SAFUAN, LLC, a Limited Liability Company organized under the laws of the State Florida ("Safuan"), and BION PROPERTIES, LLC, a Limited Liability Company organized under the laws of the State Florida ("Bion Properties"), and together with Safuan, the "Parties", enter into this Agreement and Plan of Merger on this 14th day of September 2022 (this "Agreement").

RECITAL

The members and managers of Safuan and Bion Properties deem it advisable and in the best interest of said companies that Safuan (the "Constituent Entity") merges with and into Bion Properties (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 Bion Properties (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 September 14, 2022.

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) Safuan represents and warrants as follows:

(i) *Organization and Good Standing.* Safuan 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

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JANUARY 2022

by Safuan has been duly and validly authorized and approved by all necessary corporate action.

(b) Bion Properties represents and warrants as follows:

- (i) *Organization and Good Standing.* Bion Properties 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 Bion Properties 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.

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

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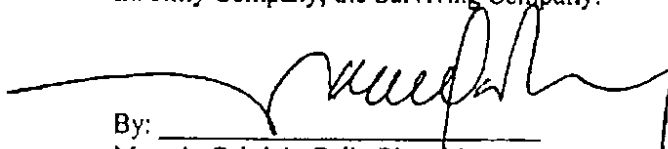
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TALLAHASSEE, FL

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

SAFUAN, LLC, a Florida Limited Liability
Company, the Constituent Entity:


By: _____
Marcela Gabriela Geijo Pino, Manager

BION PROPERTIES, LLC, a Florida Limited
Liability Company, the Surviving Company:


By: _____
Marcela Gabriela Geijo Pino, Manager

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TALLAHASSEE, FL