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MERGER OR SHARE EXCHANGE SOUTHERN BLVD. VILLAS, LLC

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NOV 11 2020

ARTICLES OF MERGER
OF
EATRPB, LLC
WITH AND INTO
SOUTHERN BLVD. VILLAS, LLC

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

ARTICLE I

The name, jurisdiction of formation, and type of entity of each merging party that is not the surviving entity is as follows (the "Non-Surviving Company"):

Name	Jurisdiction	Type of Entity
EATRPB, LLC	Florida	Limited Liability Company

ARTICLE II

The name, jurisdiction of formation, and type of entity of the surviving party is as follows (the "Surviving Company"):

Name	Jurisdiction	Type of Entity
SOUTHERN BLVD. VILLAS, LLC	Florida	Limited Liability Company

ARTICLE III

The Agreement and Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A and meets the requirements of Sections 605.102-605.1026, Florida Statutes.

ARTICLE IV

The Plan of Merger was adopted and approved by all members and managers of the Non-Surviving Company and the Surviving Company on October 19, 2020.

ARTICLE VI

The Merger shall become effective beginning on the date that this Articles of Merger is filed with the Department of State of the State of Florida.

FILED

2020 NOV -2 PM 3:40

Dated: October 19, 2020

SURVIVING COMPANY

SOUTHERN BLVD. VILLAS, LLC, a
Florida limited liability company


By: FCI Residential Corporation, a Florida
corporation, its Sole Manager

By: 
Name: Armando A. Tabernilla
Title: Vice President

NON-SURVIVING COMPANY

EATRPB, LLC, a Florida limited liability
company

By: FCI Residential Corporation, a Florida
corporation, its Sole Manager

By: 
Name: Armando A. Tabernilla
Title: Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Plan of Merger") is entered into as of the 19th day of October, 2020 by and between SOUTHERN BLVD. VILLAS, LLC, a Florida limited liability company (the "Surviving Company"), and EATRPB, LLC., a Florida limited liability company (the "Non-Surviving Company").

WITNESSETH:

WHEREAS, the Non-Surviving Company is a limited liability company duly organized and existing under the laws of the State of Florida;

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

WHEREAS, Florida Crystals Corporation, a Delaware corporation, authorized to transact business under the laws of Florida, is the sole member of each of the Non-Surviving Company and Surviving Company ("Sole Member");

WHEREAS, FCI Residential Corporation, a Florida corporation, is the sole manager of each of the Non-Surviving Company and Surviving Company ("Sole Manager");

WHEREAS, the Sole Member and Sole Manager of each of the Non-Surviving Company and Surviving Company deem it advisable and in the best interest in each case, that the Non-Surviving Company merge with and into the Surviving Company.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties, and representations contained in this Plan of Merger, and in order to consummate this transaction described above, the Non-Surviving Company and the Surviving Company agree as follows:

1. The Non-Surviving Company and the Surviving Company agree that the Non-Surviving Company shall be merged into the Surviving Company, upon the terms and conditions of this Plan of Merger, and that the Surviving Company shall continue under the laws of the State of Florida as the surviving company and they further agree as follows:

a. The Articles of Organization of the Surviving Company in effect on the Effective Date shall be the Articles of Organization of the Surviving Company.

b. The Operating Agreement of the Surviving Company in effect on the Effective Date shall be the Operating Agreement of the Surviving Company.

c. The officers and sole manager of the Surviving Company shall be the officers and sole manager of the Surviving Company on the Effective Date.

2. Pursuant to certain written consents dated October 19, 2020, the Sole Manager and the Sole Member of each of the Non-Surviving Company and Surviving Company consent in each case to the Non-Surviving Company merging with and into the Surviving Company, pursuant to this Plan of Merger and Chapter 605.1021, Florida Statutes.

3. The effective date for all purposes herein of the merger of the Non-Surviving Company with and into the Surviving Company shall be immediately upon the filing of articles of merger with the Department of State of the State of Florida in accordance with the Florida Revised Limited Liability Company Act (the "Effective Date" of the merger).

4. Each membership interest in the Non-Surviving Company immediately prior to the Effective Date, shall by virtue of the merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof and each membership interest in the Surviving Company immediately prior to the Effective Date, shall by virtue of the merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding.

5. On the Effective Date, the transfer books of the Non-Surviving Company shall be closed and no transfer of membership interest shall be made or consummated thereafter.

6. Prior to and on the Effective Date, the Non-Surviving Company and the Surviving Company shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the Effective Date the Surviving Company shall determine that any further conveyance, assignment or other document or any further action is necessary or desirable to vest in the Surviving Company full title to all properties, assets, rights, privileges and franchises of the Non-Surviving Company, the Manager of the Non-Surviving Company shall execute and deliver and cause to be executed and delivered all instruments and take all action the Surviving Company may determine to be necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this Plan of Merger.

7. On and after the Effective Date, the Surviving Company shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of the Non-Surviving Company; all debts due to the Non-Surviving Company of whatever account shall be vested in the Surviving Company; all claims, demands, property, rights, privileges, powers, and franchises, of every other interest of either of the entities shall be effectively the property of the Surviving Company; the title to any real estate vested by deed or otherwise vested in the Non-Surviving Company shall not revert or be in any way impaired, by reason of the merger, but shall be vested in the Surviving Company; all rights of creditors and all liens upon any property of either Company shall be reserved unimpaired; all debts, liabilities, and duties of the Non-Surviving Company shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

8. The principal office of the Surviving Company shall be 2199 Ponce de Leon Blvd., Suite 201, Coral Gables, FL 33134.

9. This Plan of Merger embodies the entire Plan of Merger between the parties with respect to subject matter hereof. There have not been and there are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Plan of Merger.

10. This Plan of Merger shall inure to the benefit of and be binding upon the Non-Surviving Company and the Surviving Company and their respective successors and assigns; nothing in this Plan of Merger, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this Plan of Merger.

11. This Plan of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the Non-Surviving Company and Surviving Company have signed this Agreement and Plan of Merger on the date first written above.

Surviving Company


Non-Surviving Company


SOUTHERN BLVD. VILLAS, LLC, a Florida
limited liability company

EATRPB, LLC, a Florida limited liability
company

By: FCI Residential Corporation, a Florida
corporation, its Sole Manager

By: FCI Residential Corporation, a Florida
corporation, its Sole Manager

By: 
Name: Armando A. Tabernilla
Title: Vice President

By: 
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Title: Vice President