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Division of Corporations

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MERGER OR SHARE EXCHANGE

Junipi LLC

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Merger

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SECRETARY OF STATE
TALLAHASSEE, FL

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FILED

ARTICLES OF MERGER

of

LAS CUATRO J'S CORPORATION
(a Florida Corporation)

P03000020721

With and Into

JUNIPI LLC
(a Florida Limited Liability Company)

L17000087264

Pursuant to Sections 605.1025, 605.1026 and 605.1022 of the Florida Revised Limited Liability Company Act (the "FRLCA"), LAS CUATRO J'S CORPORATION, a Corporation organized under the laws of the State Florida ("LAS CUATRO J'S"), and JUNIPI LLC, a limited liability company organized under the laws of the State Florida ("JUNIPI"), adopted on the 11th day of July, 2019, the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of the FRLCA, 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 LAS CUATRO J'S (the "Constituent Entity") with and into JUNIPI (the "Merger"), with JUNIPI 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 and managers of the Surviving Company and a unanimous written consent executed by all the shareholders and directors of the Constituent Entity 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.

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IN WITNESS WHEREOF the parties to these Articles of Merger have caused them to be
duly executed by their respective authorized officers this 11th day of July, 2019.

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LAS CUATRO J'S CORPORATION, the
Constituent Entity:

By: 

Juan R. Curbelo Taboada
Director

JUNIP, the Surviving Company:

By: 

Juan R. Curbelo Taboada
Manager

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AGREEMENT AND PLAN OF MERGER

LAS CUATRO J'S CORPORATION, a corporation organized under the laws of the State Florida ("LAS CUATRO J'S"), and JUNIPI LLC., a limited liability company organized under the laws of the State Florida ("JUNIPI"), and together with LAS CUATRO J'S, the "Parties", enter into this Agreement and Plan of Merger on this 10th day of July, 2019 (this "Agreement").

RECITAL

The shareholders and directors of LAS CUATRO J'S and the members and managers of JUNIPI deem it advisable and in the best interest of said entities that LAS CUATRO J'S (the "Constituent Entity") merge with and into JUNIPI (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 Revised Limited Liability Company Act, as amended (the "FRLLCA"), 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 JUNIPI (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, Managers and *Officers* of the Surviving Company shall be the current Members, Managers and *Officers* of the Surviving Company.

5. **Representations and Warranties.**

(a) LAS CUATRO J'S represents and warrants as follows:

- (i) *Organization and Good Standing.* LAS CUATRO J'S is a Corporation 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.

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- (ii) *Authorization.* The execution, delivery and performance of this Agreement by LAS CUATRO J'S have been duly and validly authorized and approved by all necessary corporate action.

(b) 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 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 deed, 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. **Shares.** Each shareholder's proprietary ownership in the Constituent Entity immediately before the Merger will be identical to the shareholder'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 the stockholders, members and/or managers 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. Payment of Dissenters. Pursuant to Fla. Stat. § 607.1302, there are no dissenting shareholders since all the shareholders and members of the Surviving Company and the Constituent Entity have consented to this Agreement.

15. 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.

16. 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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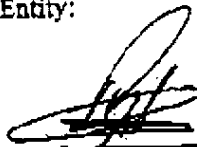
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IN WITNESS HEREOF, the Parties have executed this Agreement as of the date written above.

LAS CUATRO J'S CORPORATION, the
Constituent Entity:

By: 

Juan R. Curbelo Taboada
Director

JUNUPI, the Surviving Company:

By: 

Juan R. Curbelo Taboada
Manager