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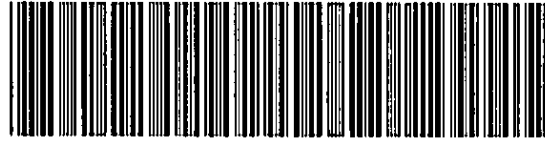
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Food Comma Hospitality Group, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

**Joey C. Cancel, CEO**

\_\_\_\_\_  
Contact Person

**Food Comma Hospitality Group, LLC**

\_\_\_\_\_  
Firm/Company

**6709 Biscayne Boulevard, Unit 302**

\_\_\_\_\_  
Address

**Miami, FLA 33128**

\_\_\_\_\_  
City, State and Zip Code

**mendin@jmendinlaw.com**

\_\_\_\_\_  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jorge L. Mendin

at (787) 234 7487

Name of Contact Person

Area Code Daytime Telephone Number

☒ Certified copy (optional) \$30.00

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**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>
Food Kharma Concessions, LLC	Florida	limited liability company
Biscayne Bay Hospitality, LLC	Florida	limited liability company

**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>
Food Comma Hospitality Group, LLC	Florida	limited liability company

**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).

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

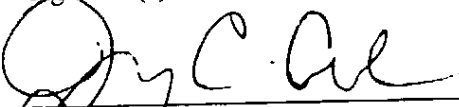
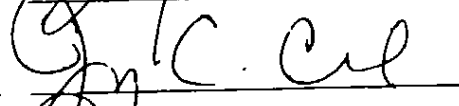
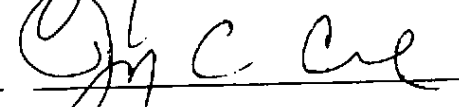
- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited 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:
Food Comma Hospitality Group, LLC		Joey C. Cancel
Food Kharmia Concessions, LLC		Joey C. Cancel
Biscayne Bay Hospitality, LLC		Joey C. Cancel

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

<b>Fees:</b>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<b>Certified Copy (optional):</b>	\$30.00

## AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER** ("Agreement"), dated as of May 1, 2019, by and among Food Comma Hospitality Group, LLC, a Florida limited liability company ("Parent"), Biscayne Bay Hospitality, LLC, a Florida limited liability company ("Subsidiary") and Food Kharmia Concessions, LLC, a Florida limited liability company ("Subsidiary") and jointly with Biscayne Bay Hospitality, LLC, the "Subsidiaries". The Parent and the Subsidiaries are sometimes referred to herein collectively as the "Parties" and individually as a "Party". The Parent is sometimes referred to herein as the "Surviving LLC".

### RECITALS:

**WHEREAS**, Parent is a limited liability company organized and existing under the laws of the State of Florida.

**WHEREAS**, each Subsidiary is a Florida limited liability company organized and existing under the laws of the State of Florida and is a wholly-owned subsidiary of Parent.

**WHEREAS**, the Parties deem it advisable and in the best interests of Parent and its members to merge Subsidiaries with and into Parent pursuant to the provisions of Florida Revised Limited Liability Company Act ("FRA"), upon the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree that Subsidiary shall be merged with and into Parent (the "Merger") upon the terms and conditions set forth below.

### ARTICLE 1

#### PRINCIPAL TERMS OF THE MERGER

SECTION 1.1 Merger. Upon the time of filing (the "Effective Date") of the Certificate of Merger with the Secretary of State of Florida, Subsidiaries shall be merged with and into Parent in accordance with Chapter 608, Section 4382 of the FRA, and the separate existence of each Subsidiary shall cease, except insofar as it may be continued by applicable law or in order to carry out the purposes of this Plan of Merger, and except as continued by the Surviving LLC. Parent shall be the Surviving LLC.

SECTION 1.2 Articles of Organization of the Surviving LLC. The Articles of Organization of the Parent, in effect on the date hereof, shall continue in full force and effect as the charter document of the Surviving LLC, until the same shall be altered, amended or repealed, as provided therein or in accordance with the laws of the State of Florida.

SECTION 1.3 Operating Agreement, Members, Managers and Officers. At the Effective Date of the Merger, the Operating Agreement of the Parent shall be the Operating Agreement of the Surviving LLC, and the managers and officers of Parent in office immediately prior to the

Effective Date of the Merger shall become the managers and officers, respectively, of the Surviving LLC, each of such managers and officers to hold office, subject to the applicable provisions of the Operating Agreement of the Surviving LLC, until his or her successor is duly elected or appointed and qualified. The Surviving LLC will have a board of members identical to that of the Parent, with the Surviving LLC's current board members comprised of the members set forth below:

José A. Mendín  
Sergio Navarro

## ARTICLE 2

### EQUITY OF SUBSIDIARY

SECTION 2.1 Equity of Subsidiary. Upon the Effective Date and without further action by any person or entity, the equity interests of each Subsidiary shall not be converted in any manner, but all such interests shall be surrendered and extinguished. As the Parent is the sole holder of all equity interest in the Subsidiaries, no consideration of any type will be given for the Subsidiaries' equity. The rights and obligations of each of the Parent's members shall be unchanged after the Effective Date from their status immediately prior to the Effective Date.

SECTION 2.2 Reorganization. For United States federal income tax purposes, the Merger is intended to constitute a tax-free reorganization within the meaning of section 368(a) of the Internal Revenue Code of 1986, as amended. The parties to this Agreement hereby adopt this Agreement as a "plan of reorganization" within the meaning of sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations.

## ARTICLE 3

### TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.1 Transfer. Upon the Effective Date, the Surviving LLC shall succeed to and possess, without further act or deed, all of the rights, privileges, obligations, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each of the Parties; all debts due to either of the Parties, on whatever account, shall be vested in the Surviving LLC; all claims, demands, property, rights, privileges, powers and every other interest of either Party shall be as effectively the property of the Surviving LLC as they were of the respective Parties; the title to any real estate vested by deed or otherwise in either Party shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving LLC; all rights of creditors and all liens upon any property of either Party shall be preserved unimpaired; all debts, liabilities and duties of the Parties shall thenceforth attach to the Surviving LLC and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving LLC shall indemnify and hold harmless the officers and members of each of the Parties against all such debts, liabilities and duties and all claims and demands arising out of the Merger.

SECTION 3.2 Additional Actions. As and when requested by the Surviving LLC or its successors or assigns, the Subsidiary will execute and deliver, or cause to be executed and delivered, all such deeds and instruments and will take or cause to be taken all such further action as the Surviving LLC may deem necessary or desirable, in order to properly vest in and confirm to the Surviving LLC title to and possession of any property of either of the Parties acquired by the Surviving LLC by reason of or as a result of the Merger or to carry out the intent and purposes hereof; and the officers and members of the Subsidiary and the officers and members of the Surviving LLC are fully authorized in the name of the Subsidiary or otherwise to take any and all such action.

SECTION 3.3 Authorization. The members and officers of the Surviving LLC are hereby authorized, empowered, and directed to do any and all acts and things and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

#### ARTICLE 4

#### APPROVAL BY PARENT

SECTION 4.1 Approval. The execution and delivery hereof by the Parent shall constitute the approval and adoption of, and consent to, the Plan of Merger A and the transactions contemplated thereby in Parent's capacity as the sole member of the Subsidiaries.

#### ARTICLE 5

#### MISCELLANEOUS

SECTION 5.1 Termination. This Agreement may be terminated and the Merger abandoned at any time before the filing of this Agreement with the Secretary of State of Florida.

SECTION 5.2 Captions and Section Headings. As used herein, captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 5.3 Entire Agreement. This Agreement and the other documents delivered pursuant hereto and thereto, or incorporated by reference herein, contain the entire agreement between the parties hereto concerning the transactions contemplated herein and supersede all prior agreements or understandings between the parties hereto relating to the subject matter hereof.

SECTION 5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered to be an original instrument.

SECTION 5.5 Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

SECTION 5.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

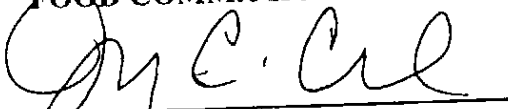
SECTION 5.7 No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

SECTION 5.8 Governing Law. This Agreement shall be construed in accordance with the laws of Florida.

**IN WITNESS WHEREOF**, pursuant to the approval and authority given by resolutions adopted by their respective Boards of Members and/or members and/or managers and members, have caused this Plan of Merger to be executed as of the date first above written.

**Parent:**

**FOOD COMMA HOSPITALITY GROUP, LLC**

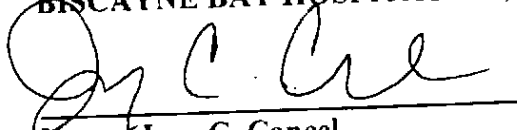


**Name: Joey C. Cancel**

**Title: Chief Executive Officer**

**Subsidiary:**

**BISCAYNE BAY HOSPITALITY, LLC**

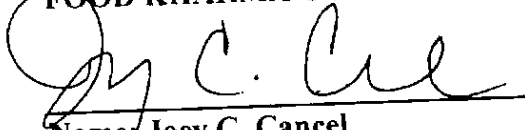


**Name: Joey C. Cancel**

**Title: Chief Executive Officer**

**Subsidiary:**

**FOOD KHARMA CONCESSIONS, LLC**



**Name: Joey C. Cancel**

**Title: Chief Executive Officer**