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**MERGER OR SHARE EXCHANGE  
EATMIRA II, LLC**

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$58.75

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**ARTICLES OF MERGER**

**OF**

**FC MIRAMAR PHASE II, LLC**

**WITH AND INTO**

**EATMIRA II, 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)'):

<u>Name</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
FC MIRAMAR PHASE II, 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"):

<u>Name</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>
EATMIRA II, 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 of the Non-Surviving Entity and the Surviving Entity on July 17, 2020.

**ARTICLE VI**


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

Dated: July 17, 2020

**SURVIVING COMPANY**

**EATMIRA II, 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**

**FC MIRAMAR PHASE II, LLC**, a Florida limited liability company

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

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

## EXHIBIT A

### AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Plan of Merger") is entered into as of the 17th day of July, 2020 by and between EATMIRA II, LLC, a Florida limited liability company (the "Surviving Company"), and FC MIRAMAR PHASE II, LLC., a Florida limited liability company (the "Merging Company").

#### WITNESSETH:

WHEREAS, the Merging 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 Merging Company and Surviving Company ("Sole Member");

WHEREAS, the Sole Member of each of the Merging Company and Surviving Company deem it advisable and in the best interest in each case, that the Merging 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 Merging Company and the Surviving Company agree as follows:

1. The Merging Company and the Surviving Company agree that the Merging 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 Amended and Restated 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 Amended and Restated 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 that certain Consent dated July 17, 2020, the Sole Member consents to the Merging 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 Merging 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 Merging 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 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 Merging 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 Merging Company and 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 Merging Company, the Manager of the Merging 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 Merging Company; all debts due to the Merging 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 Merging 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 Merging 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 Merging 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.

*[Signature Page Follows]*

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

Surviving Company


Merging Company

**EATMIRA II, LLC**, a Florida limited liability company

**FC MIRAMAR PHASE II, 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:   
Name: Armando A. Tabernilla  
Title: Vice President