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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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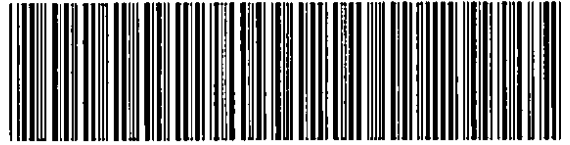
(Business Entity Name)

(Document Number)

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

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05/19/23--01023--003 \*\*50.00

Handwritten signature

COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: Certified Collectibles 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:

Stuart D. Lurie

Contact Person

Certified Collectibles Group, LLC

Firm/Company

5501 Communications Pkwy.

Address

Sarasota, FL 34240

City, State and Zip Code

SLurie@collectiblesgroup.com

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

For further information concerning this matter, please call:

Stuart D. Lurie

Name of Contact Person

at ( 941 )

Area Code

360-3994 x128

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>
Certified Sports Guaranty, LLC 119-305579	FL	LLC

**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>
Certified Collectibles Group, LLC 101-21854	FL	LLC

**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:

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**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:

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**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:

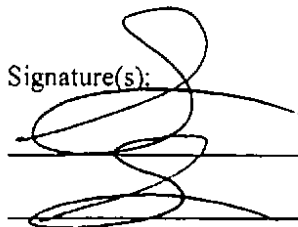
Certified Sports Guaranty, LLC

Certified Collectibles Group, LLC

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Signature(s):



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Typed or Printed

Name of Individual:

Steven Eichenbaum

Steven Eichenbaum

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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><u>Fees:</u></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><u>Certified Copy (optional):</u></b>	\$30.00

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is dated as of May 17, 2023, by and between Certified Collectibles Group, LLC, a Florida limited liability company ("CCG"), and Certified Sports Guaranty, LLC, a Florida limited liability company ("CSG"). CCG and CSG are collectively referred to herein as the "Parties" and each a "Party."

WHEREAS, CCG was formed as a Florida limited liability company under the Florida Revised Limited Liability Company Act (as amended and in effect from time to time, the "FRLLC"), and is currently governed by that certain Operating Agreement of CCG Merger Sub LLC, dated as of June 14, 2021 (the "CCG LLC");

WHEREAS, CCG and CSG intend to effect a merger (the "Merger") pursuant to which, among other things, CSG will merge with and into CCG, with CCG continuing as the surviving entity, subject to the terms hereinafter set forth herein; and

WHEREAS, the respective sole member (or similar governing body, as applicable) of each of CCG and CSG, constituting the Parties required to approve the Merger under the CCG LLC, the limited liability company agreement of CSG and the FRLLC, have approved and declared advisable the Merger, pursuant to the terms of this Agreement and in accordance with the applicable provisions of their respective organizational documents and the FRLLC.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants of the Parties, the Parties hereby agree as follows:

### 1. Merger; Effective Time.

(a) Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the applicable provisions of the FRLLC, at the Effective Time (as defined below) CSG shall be merged with and into CCG, whereupon the separate legal existence of CSG shall cease and CCG shall continue as the surviving entity of the Merger (the "Surviving Company"). Promptly following the execution of this Agreement and subject to the terms hereof, on the date hereof, the Parties shall cause the Merger to be consummated by executing, acknowledging and filing with the Secretary of State of the State of Florida articles of merger relating to the Merger in substantially the form attached hereto as Exhibit A (the "Articles of Merger"). The Merger shall become effective at such date and time as the Articles of Merger are duly filed with the Secretary of State of the State of Florida, or at such later date and time as CCG and CSG shall agree and specify in such Articles of Merger (the "Effective Time").

(b) At the Effective Time, the Merger shall have the effects set forth in this Agreement and in the FRLLC. As a result of the Merger and in accordance with the applicable provisions of the FRLLC, at the Effective Time, CCG shall continue in existence as the Surviving Company, and without further transfer, succeed to and possess all of the assets, properties, privileges, powers, franchises and rights, and all of the debts, obligations and liens, of each of CCG and CSG, and all of the assets, properties, privileges, powers, franchises and rights, and all of the debts, obligations and liens of each of CCG and CSG shall be vested in the Surviving Company without further act or deed. Thereafter, CCG, as the Surviving Company, shall be liable for all of the liabilities and obligations of CSG, and any claim or judgment against CSG may be enforced against CCG, as the Surviving Company, in accordance with Section 605.1026 of the FRLLC.

2. Officers. From and after the Effective Time, the officers of CCG serving as of immediately prior to the Effective Time shall be the officers of the Surviving Company, each such officer to hold office in

accordance with the Surviving Company LLCA (defined below) and until such officer's successor is duly elected and qualified, or such officer's earlier death, resignation or removal.

3. **Surviving Company Governance Documents.**

(a) At the Effective Time, the articles of organization of CCG as in effect immediately prior to the Effective Time shall be the articles of organization of the Surviving Company until thereafter amended in accordance with the terms of such articles of organization and applicable law.

(b) At the Effective Time, the CCG LLCA as in effect immediately prior to the Effective Time shall be the limited liability company operating agreement of the Surviving Company (the "Surviving Company LLCA") until thereafter amended in accordance with the terms of such Surviving Company LLCA and applicable law.<sup>1</sup>

4. **Effect on Membership Interests.** Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any further action on the part of any Party or any other person or entity:

(a) All issued and outstanding membership interests of CSG immediately prior to the Effective Time, and all rights in respect thereof, shall automatically be cancelled and retired, shall not represent a limited liability company interest in the Surviving Company, and no consideration will be delivered in exchange therefor; and

(b) The outstanding membership interests of CCG issued prior to the Effective Time shall continue to remain outstanding and represent a membership interest in the Surviving Company.

5. **Tax Treatment.** The Merger shall be disregarded for U.S federal and applicable state income tax purposes.

6. **Termination.** This Agreement may be terminated at any time prior to the Effective Time by the unanimous written agreement of the Parties. In the event of termination of this Agreement, this Agreement shall forthwith become void ab initio and have no effect and there shall be no liability or obligation hereunder on the part of any of any of the Parties hereto (other than this Section 6 and Section 7, which, in each case, shall survive such termination).

7. **Miscellaneous.**

(a) **Further Assurances.** From time to time after the date of this Agreement, without the payment of any additional consideration, each Party shall execute all such instruments and take all such actions as the other Party shall reasonably request in connection with carrying out and effectuating the intent and purpose hereof and all of the transactions contemplated by this Agreement. If the Articles of Merger are not approved and accepted by the Secretary of State of the State of Florida, the Parties hereby agree to use reasonable best efforts to amend, supplement or otherwise modify the Articles of Merger in such manner as the Secretary of State of the State of Florida may reasonably require to make them acceptable for filing promptly and in any event prior to thirty (30) days following the date hereof.

(b) **Amendments and Waivers.** Any provision of this Agreement may be amended or waived only if such amendment or waiver is in writing and, in the case of an amendment, signed by all of the

<sup>1</sup> **Note to Draft:** For the last merger, we will provide that the CCG LLCA will be amended and restated for clean-up/corporate governance purposes.

Parties, or, in the case of a waiver, signed by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(c) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party hereto shall assign this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Parties.

(d) Governing Law. This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

(e) Counterparts; Third Party Beneficiaries. This Agreement may be executed in any number of counterparts and by facsimile or in "portable document format," each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. No provision of this Agreement shall confer upon any person or entity other than the Parties any rights or remedies hereunder.

(f) Entire Agreement. This Agreement, the exhibits attached hereto and the documents referenced in this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter hereof.

(g) Severability. If one or more provisions of this Agreement are finally held to be unenforceable under applicable law, such provision shall be deemed to be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforced in accordance with its terms to the maximum extent permitted by law.

(h) Section Headings and Other Interpretation. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning and interpretation of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this duly approved Agreement and Plan of Merger to be executed by their respective authorized Parties as of the date first written above.

**CERTIFIED COLLECTIBLES GROUP, LLC**

By:   
Name: Steven Eichenbaum  
Title: CEO

**CERTIFIED SPORTS GUARANTY, LLC**

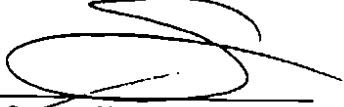
By:   
Name: Steven Eichenbaum  
Title: CEO



Exhibit A  
Articles of Merger

[See attached]