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MERGER OR SHARE EXCHANGE
JPW Innovations, LLC

Certificate of Status	0
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\$80.00

Merger/cc

OCT 30 2015

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**ARTICLES OF MERGER
OF
ITTAG, LLC**
a Delaware limited liability company
**WITH AND INTO
JPW INNOVATIONS, LLC,**
a Florida limited liability company

FILED
2015 OCT 29 AM 8:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ITTAG, LLC, a Delaware limited liability company ("ITTAG") and JPW INNOVATIONS, LLC, a Florida limited liability company ("JPW"), pursuant to the provisions of Section 605.1025, Florida Statutes hereby certify in connection with the merger of ITTAG into JPW that:

1. The name and jurisdiction of the merging limited liability company is ITTAG, LLC, a Delaware limited liability company.
2. The name and jurisdiction of the surviving entity is JPW INNOVATIONS, LLC, a Florida limited liability company (Florida Document No. L13000165945).
3. The Agreement and Plan of Merger is attached hereto as Exhibit "A".
4. The Agreement and Plan of Merger was approved by all of the members of ITTAG on October 27, 2015 in accordance with the applicable provisions of Chapter 605, Florida Statutes.
5. The Agreement and Plan of Merger was approved by all of the members of JPW this date in accordance with the applicable provisions of Chapter 605, Florida Statutes.
6. The merger shall become effective on October 27, 2015.

IN WITNESS WHEREOF, each of the undersigned has made and subscribed to the Articles of Merger, this 27th day of October, 2015.

ITTAG, LLC, a Delaware limited liability company

By: 

Walter J. Gatti, Manager

JPW INNOVATIONS, LLC, a Florida limited liability company

By: 

Walter J. Gatti, Manager

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AGREEMENT AND PLAN OF MERGER

This Agreement dated this 27th day of October, 2015, by and between ITTAG, LLC, a Delaware limited liability company ("ITTAG") and JPW INNOVATIONS, LLC, a Florida limited liability company ("JPW").

RECITALS:

A. The Member of ITTAG and the Member of JPW deem it advisable and in the best interests of both entities that ITTAG be merged with and into JPW with JPW being the surviving company pursuant to the laws of the State of Florida and upon the terms and conditions set forth herein; and

B. The Member of ITTAG and the Member of JPW have unanimously approved the merger of ITTAG into JPW in accordance with the provisions of Section 605.1023, Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
MERGER**

1.1 ITTAG shall be merged with and into JPW in accordance with the laws of the State of Florida. The separate limited liability company existence of ITTAG shall thereby cease, and JPW shall be the surviving limited liability company.

1.2 The surviving company shall be JPW INNOVATIONS, LLC, a Florida limited liability company, having a business address of 2060 South Patrick Drive, Indian Harbour Beach, FL 32937.

1.3 The effective date ("Effective Date") of the merger shall be October 27, 2015 at which time the separate existence of ITTAG shall cease.

1.4 JPW, the surviving limited liability company, shall possess all rights, privileges, immunities and franchises, to the extent consistent with the Operating Agreement of the merged entities. All of the rights, privileges, powers and franchises of ITTAG, of a public as well as of a private nature, and all property, real, personal and mixed of ITTAG, and all debts due it on whatever account, including all causes of action and all and every other interest of it or belonging to it, shall be taken by and deemed to be transferred to and vested in JPW without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of ITTAG shall thereafter be as effectually the property of JPW as was the case for ITTAG.

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1.5 From and after the Effective Date, JPW shall be subject to the duties and liabilities of a limited liability company organized under the laws of the State of Florida and shall be liable and responsible for all the liabilities and obligations of the merged entities. The rights of the creditors of the merged entities, or of any person dealing with such entities, or any liens upon the property of such entities, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such entities may be prosecuted to judgment as if this merger had not taken place, or JPW may be proceeded against or substituted in place of ITTAG. Except as otherwise herein set forth, the identity, existence, purposes, powers, franchises, rights, immunities and liabilities of JPW shall continue unaffected and unimpaired by the merger.

ARTICLE II TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective October 27, 2015.

2.2 Prior to the Effective Date, each entity shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Date the parties hereto shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or conform to, the vesting of full title to all of the property, assets, rights, privileges and franchises of the merging limited liability company, or the limited liability company into JPW, each party agrees to execute and deliver such instruments and take all such further actions as may be necessary or desirable in order to vest in and confirm to JPW title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this agreement.

ARTICLE III OPERATING AGREEMENT; MEMBERS

The Operating Agreement of JPW, as in effect immediately prior to the Effective Date, shall, after the merger, continue to be the Operating Agreement of the surviving limited liability company until duly amended in accordance with the provisions therein set forth and the laws of Florida, and no change to the Operating Agreement shall be effected by the merger.

ARTICLE IV MANNER OF CONVERTING INTERESTS

Upon the Effective Date, each Member Unit of ITTAG shall be converted into one Member Unit of JPW.

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**ARTICLE V
MISCELLANEOUS**

5.1 This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

5.2 In connection with any dispute arising under, from, or as a result of this Agreement, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred, including reasonable attorneys' fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation and enforcement of judgments).

5.3 This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the party against whom the enforcement is sought.

5.4 This Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the member of ITTAG and by the members of JPW.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first stated above.

ITTAG, LLC, a Delaware limited liability company

By: 
Walter J. Gatti, Manager

JPW INNOVATIONS, LLC, a Florida limited liability company

By: 
Walter J. Gatti, Manager

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