

L18000171949

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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01/08/20--01018--030 **218.75

20 JAN -8 AM 2:20

FILED
20 JAN -8 AM 9:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JAN 10 2010

T SCHROEDER

Sunshine State Corporate Compliance Company

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 01/08/2020

****WALK IN****

ENTITY NAME PHOTO & GO WEB, LLC

MY PHOTO, LLC

DOCUMENT NUMBER L15000171949

****PLEASE FILE THE ATTACHED AND RETURN****

XXXXX

Plain Copy

Certified Copy

Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certificate of Good Standing

****APOSTILLE' / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$50

CHECK # 7166

Please call Tina at the above number for any issues or concerns. Thank you so much!

**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>
MyPhoto, LLC	Delaware	LLC
Photo & Go Web, LLC	Florida	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>
MyPhoto, LLC	Delaware	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).

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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 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:

2915 S. Congress Avenue

Delray Beach, FL 33445

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:

MyPhoto, LLC

Warren Struhl

Photo & Go Web, LLC

Warren Struhl

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

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

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is adopted as of the 8th day of January, 2020, by and between PHOTO & GO WEB, LLC., a Florida limited liability company (the "Merged Entity") and MYPHOTO, LLC, a Delaware limited liability company (the "Surviving Entity").

RECITALS

The Merged Entity is wholly-owned by the Surviving Entity. The Members of the Surviving Entity have determined that it is advisable and in the best interests of the Merged Entity and the Surviving Entity that the Merged Entity be merged with and into the Surviving Entity on the terms and subject to the conditions set forth herein (the "Merger").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that the Merged Entity shall merge with and into the Surviving Entity on the following terms, conditions and other provisions:

ARTICLE I **THE MERGER**

1.01 At the "Effective Time" (as defined in Article V hereof), the Merged Entity shall be merged with and into the Surviving Entity in accordance with the Florida Limited Liability Company Act and the Delaware Limited Liability Company Act.

1.02 As of the Effective Time, the separate existence of the Merged Entity shall cease and the Surviving Entity shall thereafter continue as the surviving limited liability company and will continue to be governed by the laws of the State of Delaware.

ARTICLE II **THE SURVIVING ENTITY**

As of the Effective Time, the Operating Agreement of the Surviving Entity, as in effect immediately prior to the Effective Time, shall remain the Operating Agreement of the Surviving Entity, until thereafter altered, amended or repealed.

ARTICLE III **MANNER AND BASIS OF CONVERTING** **MEMBER INTERESTS OF MERGED ENTITY**

As of the Effective Time, the member interests in the Merged Entity shall be canceled and no longer be issued or outstanding, and the Members of the Surviving Entity shall continue to own their respective member interests.

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ARTICLE IV
EFFECT OF MERGER

Effective as of the Effective Time, all property, subsidiaries, rights, privileges, powers and franchises of the Merged Entity shall vest in the Surviving Entity, and all liabilities and obligations of the Merged Entity shall become liabilities and obligations of the Surviving Entity, including, the obligation and liability for the payment of all fees and franchise taxes, if any.

ARTICLE V
EFFECTIVE TIME

As used in this Agreement, the term "Effective Time" shall mean January 9, 2020.

ARTICLE VI
MISCELLANEOUS

6.01 Termination. At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Managers of the Merged Entity or the Manager of the Surviving Entity, notwithstanding the approval of this Merger Agreement by the Members of the Merged Entity and the Members of the Surviving Entity.

6.02 Amendment. Prior to filing the Articles of Merger, this Agreement may be amended by the parties hereto, at any time before or after approval hereof by the Members of the Merged Entity and the Members of the Surviving Entity, but, after any such approval, no amendment shall be made without the further approval of such member that would (a) alter or change the amount or kind of shares, securities, interest, cash, property and/or rights to be received in exchange for or upon conversion of any Interests of Merged Entity; (b) alter or change any of the principal terms of this Merger Agreement if such alteration or change would adversely affect the holders of any Interests.

6.03 Waiver. At any time prior to the Effective Time, the parties hereto may (a) extend the time for the performance of any of the obligation or other acts of the other parties hereto; (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto; or (c) waive any compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in writing signed on behalf of such party.

6.04 Notices. Any notice required or permitted to be delivered to any party under the provisions of this Agreement shall be deemed to have been duly given (a) upon hand delivery thereof, (b) upon telefax and written confirmation of transmission, (c) upon receipt of any overnight deliveries, or (d) on the third (3rd) business day after mailing United States registered or certified mail, return receipt requested, postage prepaid, addressed to each party at such address as on record.

6.05 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. The parties and their respective affiliates make no representations or warranties to each other, except as contained in this Agreement, and any and all prior representations and statements made by any party or its representative, whether verbally or in writing, are deemed to have been

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merged into this Agreement; it being intended that no such representations or statements shall survive the execution and delivery of this Merger Agreement.

6.06 Non-Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

6.07 Counterparts. This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument. Photocopied, facsimile or pdf copies may be relied upon as originals.

6.08 Severability. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

6.09 Governing Law. This Merger Agreement shall be construed in accordance with the laws of the State of Delaware applicable to contracts made to be performed entirely therein.

6.10 Successors and Assigns. This Agreement and any amendments hereto shall be binding upon and, to the extent expressly permitted by the provisions hereof, shall inure to the benefit of the Members, their respective heirs, legal representatives, successors and assigns.

6.11 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

6.12 Headings. The headings of the various sections of this Agreement are intended solely for convenience of reference, and shall not be deemed or construed to explain, modify or place any construction upon the provisions hereof.

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DELAWARE

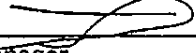
The parties have executed this Agreement and Plan of Merger on the date first above written.

MERGED ENTITY:

PHOTO & GO WEB, LLC

By: MyPhoto, LLC, sole member


By: TWD Partnership, LLC, Manager

By: 
Warren Struhl, Manager

SURVIVING ENTITY:

MYPHOTO, LLC

By: TWD Partnership, LLC, Manager

By: 
Warren Struhl, Manager

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STATE DEPT OF STATE
TALLAHASSEE, FL 32304

