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Division of Corporations

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Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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**MERGER OR SHARE EXCHANGE
PENELOPE PICTURES, LLC**

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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>
PENELOPE PICTURES, LLC	New York	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>
PENELOPE PICTURES, 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).

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2016 NOV -8 AM 8:37
CLERK OF DISTRICT COURT
JANUARY 11 1996

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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 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:


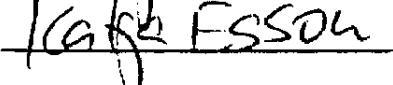
FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

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:

01/01/2017

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:
PENELOPE PICTURES, LLC (NY)		Katja Esson
PENELOPE PICTURES, LLC (FL)		Katja Esson

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

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into by and between PENELOPE PICTURES, LLC, a New York Limited Liability Company, and PENELOPE PICTURES, LLC, a Florida Limited Liability Company. In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

ARTICLE 1

MERGER AND NAME OF SURVIVING COMPANY

At the Effective Time of the Merger (as hereinafter defined), PENELOPE PICTURES, LLC (NY) shall be merged into PENELOPE PICTURES, LLC (FL), with the separate existence of PENELOPE PICTURES, LLC (NY) ceasing, and PENELOPE PICTURES, LLC (FL), being the surviving entity, which shall not be a new entity, shall carry on its business and shall continue its existence as a Florida Limited Liability Company to be governed by the laws of the State of Florida.

The Merger herein certified is permitted by the laws of the jurisdiction of each constituent entity and is in compliance therewith.

ARTICLE 2

TERMS AND CONDITIONS OF MERGER

The terms and conditions of the Merger are as follows:

2.1 Merger. In accordance with the provisions of this Agreement and the Florida Statutes, PENELOPE PICTURES, LLC (NY) (hereinafter the "Nonsurviving LLC") shall be merged into PENELOPE PICTURES, LLC (FL) (hereinafter the "Surviving LLC"), the separate existence of the Nonsurviving LLC shall cease, and the name of the Surviving LLC shall be PENELOPE PICTURES, LLC.

2.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

2.2.1 This Agreement shall have been adopted and approved by the officers, members, and managers, as appropriate, of each constituent entity in accordance with the requirements of the Florida Statutes;

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2.2.2 All of the conditions to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

2.2.3 The executed Articles of Merger meeting the requirements of the Florida Statutes shall have been filed with the Florida Department of State.

2.3 Date and Time of Effectiveness. The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Time of the Merger." The Merger shall become effective at 12:00 a.m. on January 1, 2017.

2.4 Effects of the Merger. Upon the Effective Time of the Merger:

2.4.1 The separate existence of the Nonsurviving LLC shall cease and the Surviving LLC shall be the surviving company and the Merger shall have the effects as provided under the applicable Florida Statute;

2.4.2 The title to all real estate and other property owned by the Nonsurviving LLC is vested in the Surviving LLC without reversion or impairment;

2.4.3 The Surviving LLC has all liabilities, obligations and royalties of the Nonsurviving LLC;

2.4.4 A proceeding pending against the Nonsurviving LLC may be continued as if the merger did not occur or the Surviving LLC may be substituted in the proceeding for the Nonsurviving LLC;

2.4.5 The Articles of Organization of the Surviving LLC are amended to the extent provided in this Agreement; and

2.4.6 The interests of the Nonsurviving LLC that are to be converted into interest, obligations, or other securities of the Surviving LLC or cash or other property are converted and the former holders of interest are entitled only to the rights provided in the Agreement and Plan of Merger.

2.5 Manner of Conversion of Ownership Interest. Upon the Effective Time of the Merger, the membership interests in the Nonsurviving LLC will be changed and converted into membership interests of the Surviving LLC.

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ARTICLE 3 CHARTER DOCUMENTS

3.1 Articles of Organization and Operating Agreement. The Articles of Organization of the Nonsurviving LLC in effect immediately prior to the Effective Time and the Operating Agreement shall be the Articles of Organization and the Operating Agreement of the Surviving LLC immediately after the Effective Time until thereafter amended in the manner provided by law.

3.2 Members and Managers. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with applicable law and the Operating Agreement of the Surviving LLC, (i) the members of the Nonsurviving LLC immediately prior to the Effective Time shall be the members of the Surviving LLC and (ii) the managers of the Nonsurviving LLC immediately prior to the Effective Time shall be the managers of the Surviving LLC.

ARTICLE 4 GENERAL

4.1 Further Assurance. From time to time, as and when requested by any party hereto, any other party will execute and deliver, or cause to be executed and delivered, all such documents and instruments as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

4.2 Amendment. Any provision of this Agreement may, subject to applicable law, be amended prior to the Effective Time if, and only if, such amendment is in writing and signed by each party.

4.3 Abandonment. At any time before the Effective Time of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Nonsurviving LLC, notwithstanding the approval of this Agreement by the governing persons of the Nonsurviving LLC. In the event of such abandonment, this Agreement shall forthwith become void and neither party or its respective officers, managers, or members shall have any liability hereunder.

4.4 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the Florida Statutes.

4.5 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto

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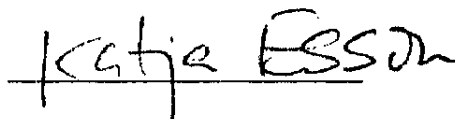
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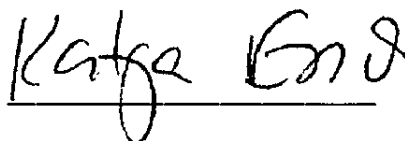
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were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers on **November 4, 2016**.

A handwritten signature in black ink that reads "Katja Esson". The signature is written in a cursive style with a horizontal line underneath.

Katja Esson, Member of
PENELOPE PICTURES, LLC (NY)

A handwritten signature in black ink that reads "Katja Esson". The signature is written in a cursive style with a horizontal line underneath.

Katja Esson, Member of
PENELOPE PICTURES, LLC (FL)

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