

L20000164254

Florida Department of State
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MERGER OR SHARE EXCHANGE
SF3DTTPA, LLC

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Merger

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ARTICLES OF MERGER
OF
JIW SOFRESH 3, LLC
INTO
SF3DTTPA, LLC

The following Articles of Merger are submitted to merge the following limited liability companies in accordance with Section 605.1025, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for the merging party is as follows:

Name: JIW SOFRESH 3, LLC
Address: 512 North Franklin Street
Tampa, FL 33602
Entity Type: a Florida limited liability company
FL Document No.: L16000012293

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SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party is as follows:

Name: SF3DTTPA, LLC
Address: 2311 West Morrison Avenue, #5
Tampa, FL 33629
Entity Type: a Florida limited liability company
FL Document No.: L20000164254

THIRD: The attached Plan of Merger meets the requirements of Section 605.1022, Florida Statutes, and was approved by the sole Member of each domestic limited liability company that is a party to the merger in accordance with Chapter 605, Florida Statutes, and each foreign limited liability company in accordance with the laws of its jurisdiction.

FOURTH: The merger was approved by each domestic merging entity that is a limited liability company in accordance with Sections 605.1021-605.1026; and by the sole member of such limited liability company who as a result of the merger will have interest holder liability under Section 605.1023(1)(b).

FIFTH: This entity agrees to pay any member with appraisal rights the amount to which the sole member is entitled under Sections 605.1006 and 605.1061-605.1072, Florida Statutes, or such rights have been waived in accordance with the Florida Revised Limited Liability Company Act.

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SIXTH: The Merger shall become effective immediately upon filing of these Articles of Merger with the Florida Department of State.

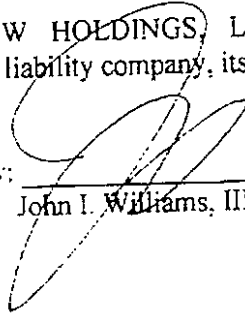
IN WITNESS WHEREOF, these Articles of Merger have been executed by the sole member of each of JIW SoFresh 3, LLC and SF3DTTPA, LLC this 5th day of ~~June~~ August, 2020.

JIW SOFRESH 3, LLC, a Florida limited liability company

SF3DTTPA, LLC, a Florida limited liability company

By: JIW HOLDINGS, LLC, a Florida limited liability company, its sole member

By: SOFRESH FRANCHISING, LLC, a Florida limited liability company, its manager

By: 
John I. Williams, III, Manager

By: SOFRESH HOLDINGS, LLC, a Florida limited liability company, its sole member

By: 
John I. Williams, III, Manager

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**PLAN OF MERGER
OF
JIW SOFRESH 3, LLC
INTO
SF3DTTPA, LLC**

The Plan of Merger is as follows:

1. Merger. The name of each limited liability company to be merged is JIW SoFresh 3, LLC, a Florida limited liability company ("JIW SF3"), and SF3DTTPA, LLC, a Florida limited liability company ("SF3DT"). SF3DT will be the surviving limited liability company.

2. Cancellation of Interests. At the time the Merger is effective (the "Effective Time"), the membership interest of the sole member of JIW SF3 shall be cancelled and extinguished and no other consideration shall be delivered in exchange therefor. At the Effective Time, the membership interests of SF3DT shall be unaffected by the merger. At and immediately prior to the Effective Time, the sole member of JIW SF3 also owns 100% of the membership interest of SoFresh Holdings, LLC, which owns 100% of the membership interest of the sole member of SF3DT.

3. Termination. This Plan of Merger may be terminated, and the Merger abandoned, at any time on or before the Effective Time by the sole member of the undersigned limited liability companies.

4. Amendment. This Plan of Merger may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

5. Articles of Organization and Operating Agreement. At the Effective Time, the Articles of Organization and the Operating Agreement of SF3DT shall be the Articles of Organization and Operating Agreement of the surviving limited liability company.

6. Member Adoption. This Plan of Merger was duly adopted by the sole manager and the sole member of each of JIW SF3 and SF3DT on ~~2020~~ 5th, 2020.

Dated: August ~~2020~~ 5th, 2020

JIW SF3, LLC, a Florida limited liability company

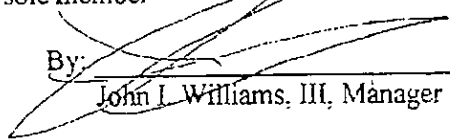
By: ~~JIW HOLDINGS, LLC~~, a Florida limited liability company, its sole member

By: 
John I. Williams, III, Manager

SF3DTTPA, LLC, a Florida limited liability company

By: SOFRESH FRANCHISING, LLC, a Florida limited liability company, its manager

By: ~~SOFRESH HOLDINGS, LLC~~, a Florida limited liability company, its sole member

By: 
John I. Williams, III, Manager

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