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### MERGER OR SHARE EXCHANGE

JA-RU, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	01
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\$10.00

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## ARTICLES OF MERGER

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105 of the Florida Statutes.

### ARTICLE I

The name and jurisdiction of the surviving corporation is JA-RU, Inc., a Florida corporation, whose address is 12901 Flagler Center Blvd., Jacksonville, FL 32258. The document number of the surviving corporation is 319291.

### ARTICLE II

The name and jurisdiction of the merging entity is MAHJ, LLC, a Florida limited liability company. The document number of the merging entity is L19000290482.

### ARTICLE III

The merger was approved by the domestic merging entity that is a limited liability company in accordance with ss. 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 s.605.1023(1)(b).

### ARTICLE IV

The surviving corporation existed before the merger and is a domestic filing entity.

### ARTICLE V

The Plan and Agreement of Merger was unanimously adopted by the board of directors of the surviving corporation and the shareholders of the surviving corporation on April 29, 2021.

### ARTICLE VI

The Plan and Agreement of Merger was adopted by the sole member of the merging entity on April 29, 2021, in accordance with the provisions of sections 605.1021-605.1026 of the Florida Statutes.

### ARTICLE VII

The surviving corporation has agreed to pay any members of the merging companies with appraisal rights the amount to which such members are entitled under the provisions of sections 605.1006 and 605.1061-605.1072 of the Florida statutes.

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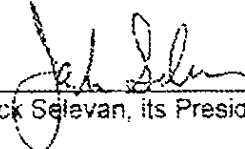
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**ARTICLE VIII**

The effective date of this merger shall be at the time these Articles of Merger shall have been duly filed with the Florida Secretary of State; provided, however, for tax and accounting purposes the effective date of the merger shall be May 1, 2021

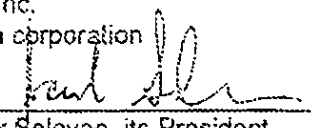
IN WITNESS WHEREOF, these Articles of Merger have been duly executed.

JA-RU, Inc.  
a Florida corporation

By:   
Jack Selevan, its President

"Surviving Corporation"

MAHJ, LLC  
a Florida limited liability company

JA-RU, Inc.  
a Florida corporation  
By:   
Jack Selevan, its President  
"Sole Member"

"Merging Entity"

**PLAN AND AGREEMENT OF MERGER**

Section One. Merger. The Merging Entity shall merge with and into the Surviving Corporation. This Plan and Agreement of Merger ("Agreement") dated the 1<sup>st</sup> day of May, 2021 by and between JA-RU, Inc., a Florida corporation ("JA-RU" or the "Surviving Corporation") and MAHJ, LLC, a Florida limited liability company ("MAHJ" or the "Merging Entity").

Section Two. Terms and Conditions. On the effective date of the merger, the separate existence of the Merging Entity shall cease, and the Surviving Corporation shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal, and mixed of the Merging Entity, without the necessity for any separate transfer. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merging Entity, and neither the rights of creditors nor any liens on the property of the Merging Entity shall be impaired by the merger.

Section Three. Conversion of Membership Units. The manner and basis of converting the ownership interests of the Absorbed Entity into interests in the Surviving Corporation are as follows:

a. All of the membership units issued and outstanding on the effective date of the merger shall be cancelled and since it is already a wholly owned subsidiary, no additional membership units shall be issued.

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b. Upon the Effective Date of the transfer books of the Merging Entity, the Merging Entity shall be closed, and no transfer of membership units of the Merging Entity shall be made or consummated thereafter.

Section Four. Changes in Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation as on file with the office of the Florida Secretary of State on the date of this Agreement shall continue to be its Articles of Incorporation following the effective date of the merger. The terms and provisions of the Articles of Incorporation shall be incorporated into this Agreement.

Section Five. Changes in Bylaws. The Bylaws of the Surviving Corporation in effect on the date of filing the Articles of Merger shall be the Bylaws of the Surviving Corporation until such Bylaws shall be altered, amended or repealed or until new Bylaws are adopted as provided in them.

Section Six. Directors and Officers. The directors and officers of the Surviving Corporation on the effective date of the merger shall continue as the directors and officers of the Surviving Corporation for the full unexpired terms of their offices and until their successors have been elected or appointed and qualified.

Section Seven. This Agreement has the consent and approval of the Shareholders and Board of Directors of the Surviving Corporation and the sole member of the Merging Entity in accordance with section 607.1105 and §605.1023 of the Florida Statutes, as may be applicable, and has been adopted and approved in accordance with the laws of the State of Florida. This Agreement and appropriate articles of merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida. The merger of the Surviving Corporation and Merging Entity shall become effective at the beginning of the day on the date the Articles of Merger are filed with the Florida Secretary of State. The date on which the merger becomes effective shall be called in this instrument the "Effective Date" of the merger.

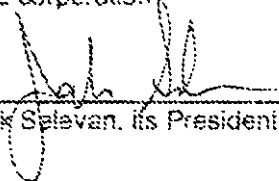
Section Eight. When this Agreement shall have been approved, signed, acknowledged and the articles of merger filed, then upon the Effective Date the separate existence of the Surviving Corporation and Merging Entity shall cease and the Merging Entity shall be merged into the Surviving Corporation in accordance with this Agreement, and the Surviving Corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of the Surviving Corporation and Merging Entity; and all property, real, personal and mixed, and all debts due to the Surviving Corporation or Merging Entity on whatever account as well for stock subscriptions as all other things in action or belonging to each of the Surviving Corporation and Merging Entity shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be the property of the Surviving Corporation, and the title to any real estate, whether vested by deed or otherwise in the Surviving Corporation or Merging Entity under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens on the property of the Surviving Corporation or Merging Entity shall be preserved unimpaired; and all debts, liabilities, and duties of the Surviving Corporation and Merging Entity shall then attach to the Surviving Corporation and may be enforced

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against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

IN WITNESS WHEREOF, this Plan and Agreement of Merger has been duly executed as of May 1, 2021.

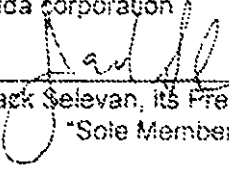
JA-RU, Inc.  
a Florida corporation

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