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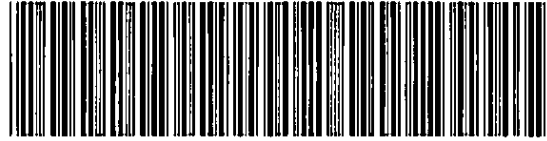
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LLC merger

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2023 JUN 21 AM 11:07

SECRETARY OF STATE  
STATE OF FLORIDA



2023 JUN 21 PM 12:56

A. RAMSEY

JUN 22 2023

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**DATE: 06/21/23**

**NAME: EVOLVE TECHNOLOGY GROUP, LLC**

**TYPE OF FILING: MERGER**

**COST: 100.00**

**RETURN: PLAIN COPY PLEASE**

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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**



FILED

ARTICLES OF MERGER

2023 JUN 21 AM 11:07

OF

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**EVOLVE DISTRIBUTION, LLC,  
EVOLVE IP, LLC, and  
EVOLVE LEASE, LLC**  
(each, a Florida limited liability company)

WITH AND INTO

**EVOLVE TECHNOLOGY GROUP, LLC**  
(a Florida limited liability company)

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

1. The exact name, form/entity type, and jurisdiction for each merging party are as follows: **EVOLVE DISTRIBUTION, LLC**, a Florida limited liability company ("ED"), **EVOLVE IP, LLC**, a Florida limited liability company ("EIP"), **EVOLVE LEASE, LLC**, a Florida limited liability company ("EL") and together with ED and EIP, the "Disappearing Entities") and **EVOLVE TECHNOLOGY GROUP, LLC**, a Florida limited liability company (the "Surviving Entity").

2. Attached as Exhibit A is a copy of the agreement and plan of merger (the "Agreement and Plan of Merger"), dated effective as of June 21st, 2023, between the Surviving Entity and the Disappearing Entities, setting forth the plan of merger whereby the Disappearing Entities will merge with and into the Surviving Entity.

3. The Agreement and Plan of Merger was approved and adopted by the sole member of the Surviving Entity by written consent effective as of June 21st, 2023, and approved by the sole member of the Disappearing Entities by written consent effective as of June 21st, 2023, in each case in accordance with the applicable provisions of Chapter 605, Florida Statutes (the "FL LLC Act").

4. The merger shall become effective as of the date of filing of these Articles of Merger.

5. The Articles of Organization of the Surviving Entity as now in force and effect shall remain in force and effect until changed, altered or amended as therein provided and in the manner prescribed by the applicable provisions of the Florida LLC Act.


6. The sole member of the Disappearing Entities and the Surviving Entity waives any and all appraisal rights that may be available to it under law or equity.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, these Articles of Merger have been duly executed effective as of the 21st day of June, 2023.

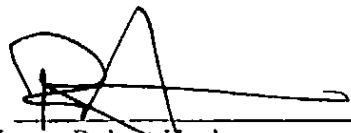
**DISAPPEARING ENTITIES:**

**EVOLVE DISTRIBUTION, LLC**, a Florida limited liability company

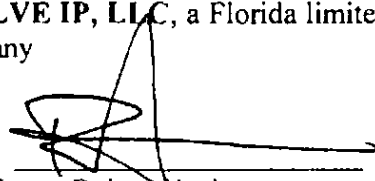
By:   
Name: Robert Huskey  
Title: President

**SURVIVING ENTITY:**

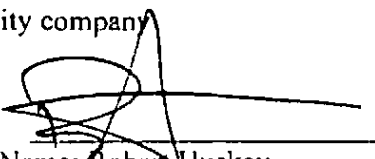
**EVOLVE TECHNOLOGY GROUP, a** Florida limited liability company

By:   
Name: Robert Huskey  
Title: President

**EVOLVE IP, LLC**, a Florida limited liability company

By:   
Name: Robert Huskey  
Title: President

**EVOLVE LEASE, LLC**, a Florida limited liability company

By:   
Name: Robert Huskey  
Title: President

**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

See attached.

## **AGREEMENT AND PLAN OF MERGER**

**OF**

**EVOLVE DISTRIBUTION, LLC,  
EVOLVE IP, LLC, and  
EVOLVE LEASE, LLC  
(each, a Florida limited liability company)**

**WITH AND INTO**

**EVOLVE TECHNOLOGY GROUP, LLC  
(a Florida limited liability company)**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into and effective as of the 21st day of June, 2023, by and between **EVOLVE DISTRIBUTION, LLC**, a Florida limited liability company ("ED"), **EVOLVE IP, LLC**, a Florida limited liability company ("EIP"), **EVOLVE LEASE, LLC** ("EL" and collectively with ED and EIP, the "Disappearing Entities"), and **EVOLVE TECHNOLOGY GROUP, LLC**, a Florida limited liability company (the "Surviving Entity").

### **BACKGROUND**

**WHEREAS**, Evolve Holdings, LLC, as Nevada limited liability company ("Holdings"), as the sole member of the Disappearing Entities and of the Surviving Entity, has determined that the transactions described herein are in the best interests of the parties and, accordingly, desire to approve the transactions described herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, warranties and covenants herein contained, the parties agree as follows:

### **PLAN OF MERGER**

1. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the provisions of Chapter 605, Florida Statutes, at the Effective Date (as defined below), the Disappearing Entities shall be merged with and into the Surviving Entity (the "Merger"). As a result of the Merger, the separate existence of the Disappearing Entities shall thereupon cease and the Surviving Entity shall continue as the surviving entity of the Merger. The Disappearing Entities and the Surviving Entity are collectively referred to as the "Constituent Entities."

2. The Merger shall become effective as of the effective date provided for in the Articles of Merger (the "Effective Date").

3. The Articles of Organization of the Surviving Entity as in effect at the Effective Date of the Merger shall be the Articles of Organization of the Surviving Entity after the Effective Date.

4. At the Effective Date, by virtue of the Merger and without any action on the part of the members, officers or managers of the Constituent Entities, because Holdings is already the sole member of each of the Constituent Entities (including the Surviving Entity) immediately prior to the Merger, the membership interests of the Disappearing Entities immediately prior to the Effective Date will be automatically cancelled and the Surviving Entity will not issue membership interests in exchange therefor.

5. The Surviving Entity shall possess and retain every interest in all assets and property of every description. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the Constituent Entities shall be vested in the Surviving Entity without further act or deed. Any interest in real estate vested in either of the Constituent Entities shall not revert or in any way be impaired by reason of the Merger.

6. All obligations belonging to or due to each of the Constituent Entities shall be vested in the Surviving Entity without further act or deed, and the Surviving Entity shall be liable for all of the obligations of each of the Constituent Entities existing as of the Effective Date.

7. Anything herein to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned at any time prior to the Effective Date by mutual agreement evidenced by resolutions of the members of each of the Constituent Entities. If the Articles of Merger have been filed prior to the abandonment, either party may execute and file an appropriate certificate of abandonment of the Merger with the Secretary of State of Florida, as applicable.

8. This Agreement may not be amended or supplemented, except by a writing executed by all of the parties hereto.

9. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

10. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without resort to choice of law principles.

11. This Agreement may be executed in one or more counterparts, a complete set of which shall constitute one original.

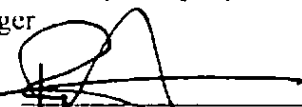
**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

**DISAPPEARING ENTITIES:**

**EVOLVE DISTRIBUTION, LLC**, a Florida limited liability company


By: EVOLVE HOLDINGS, LLC, a Nevada limited liability company, its sole member and manager

By:   
Name: Robert Huskey  
Title: President

**SURVIVING ENTITY:**

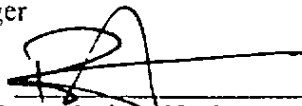
**EVOLVE TECHNOLOGY GROUP**, a Florida limited liability company

By: EVOLVE HOLDINGS, LLC, a Nevada limited liability company, its sole member and manager

By:   
Name: Robert Huskey  
Title: President

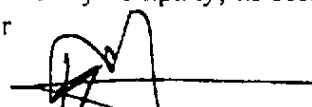
**EVOLVE IP, LLC**, a Florida limited liability company

By: EVOLVE HOLDINGS, LLC, a Nevada limited liability company, its sole member and manager

By:   
Name: Robert Huskey  
Title: President

**EVOLVE LEASE, LLC**, a Florida limited liability company

By: EVOLVE HOLDINGS, LLC, a Nevada limited liability company, its sole member and manager

By:   
Name: Robert Huskey  
Title: President