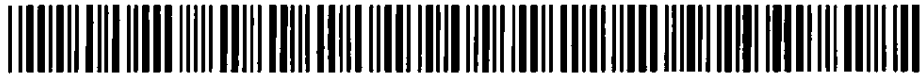


Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE
LNS SOLUTIONS, LLC

Certificate of Status	0
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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:

Name	Jurisdiction	Form/Entity Type
LNS SOLUTIONS LLC	FLORIDA	LIMITED LIABILITY COMPANY
219-146714		

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>
LNS SOLUTIONS, LLC	DELAWARE	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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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:

3433 Lithia Pinecrest Road

Valrico, FL 33596

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.

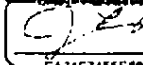
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

LNS SOLUTIONS LLC

LNS SOLUTIONS, LLC

Signature(s):



Typed or Printed

Name of Individual:

JOHN LORELLE

JOHN LORELLE

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

Fees: 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

Certified Copy (optional):

\$30.00

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AGREEMENT, PLAN AND ARTICLES OF MERGER

THIS AGREEMENT, PLAN AND ARTICLES OF MERGER dated August 14, 2023, by and between LNS SOLUTIONS, LLC, a Florida limited liability company ("LNS FL"), having its principal place of business at 3433 Lithia Pinecrest Road, Valrico, Florida 33596, and LNS SOLUTIONS, LLC, a Delaware limited liability company ("LNS DE"), having its principal place of business at 3433 Lithia Pinecrest Road, Valrico, Florida 33596, such companies being hereinafter collectively referred to as the "Constituent Companies."

WITNESSETH:

WHEREAS, LNS FL is a limited liability company duly organized and existing under the laws of the State of Florida, having been formed on May 29, 2019, and is authorized to issue certain membership interest units (the "Units" of LNS FL); and

WHEREAS, LNS DE is a limited liability company duly organized and existing under the laws of the State of Delaware, having been formed on August 7, 2023, and is authorized to issue certain membership interest units (the "Units" of LNS DE); and

WHEREAS, the respective members and managers of LNS FL and LNS DE deem it advisable and in the best interests of the Constituent Companies that LNS FL be merged with and into LNS DE as the surviving company, and such members and managers have duly approved the execution, delivery and performance of this Agreement, Plan and Articles of Merger (this "Plan").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto have agreed and do hereby agree as follows:

1. **MERGER AND NAME OF SURVIVING COMPANY.** At the Effective Date, as hereinafter defined, LNS FL shall be merged with and into LNS DE which is hereby designated as the "Surviving Company." The Surviving Company's name shall be LNS Solutions, LLC.

2. **TERMS AND CONDITIONS OF MERGER.** The terms and conditions of the merger are as follows:

(a) The Constituent Companies shall be a single company, which shall be LNS DE, the company designated herein as the Surviving Company.

(b) The separate existence of LNS FL shall cease.

(c) The Surviving Company shall possess all the rights, privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties of

each Constituent Company. All of the rights, privileges, powers and franchises of each Constituent Company, and all property, real, personal, intellectual and mixed, and all debts due to either Constituent Company on whatever account, belonging to each Constituent Company shall be vested in the Surviving Company. All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Company just as they were of the respective Constituent Companies. The title to any real estate vested by deed or otherwise in either Constituent Company shall not revert or be in any way impaired by reason of the merger. All rights of creditors and all liens upon any property of either Constituent Company shall be preserved unimpaired. All debts, liabilities and duties of the respective Constituent Company shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding pending by or against either Constituent Company shall be prosecuted as if the merger had not taken place, or the Surviving Company may be substituted in such action or proceeding.

(d) All acts, plans, policies, contracts, approvals and authorizations of LNS FL and its members, managers, committees elected or appointed by the managers, officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to LNS FL.

(e) The assets, liabilities, reserves and accounts of each Constituent Company shall be recorded on the books of the Surviving Company at the amounts at which they, respectively, shall then be carried on the books of such Constituent Company subject to such adjustments as may be appropriate in giving effect to the merger.

(f) The managers and officers of LNS FL as of the Effective Date shall be the managers and officers of the Surviving Company.

3. MANNER AND BASIS OF CONVERTING UNITS.

(a) Each issued and outstanding Unit of LNS DE at the Effective Date shall remain issued and outstanding without any action on the part of the holder thereof.

(b) Each issued and outstanding Unit of LNS FL at the Effective Date shall be converted into a Unit of LNS DE without any action on the part of the holder thereof.

4. CERTIFICATE OF FORMATION; OPERATING AGREEMENT. The Certificate of Formation and Operating Agreement of LNS DE as existing and constituted immediately prior to the Effective Date shall be and constitute the Certificate of Formation and Operating Agreement of the Surviving Company until amended in the manner provided by law.

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5. **APPROVALS.** This Plan was unanimously approved by the respective managers and members of each Constituent Company on August 11, 2023.

6. **EFFECTIVE DATE.** The Merger shall become effective upon the filing of a Certificate of Merger with the Delaware Secretary of State in accordance with the Delaware Limited Liability Company Act. The date on which such merger shall become effective is herein called the "Effective Date."

7. **OTHER PROVISIONS WITH RESPECT TO MERGER.**

(a) This Plan may be terminated at any time prior to the Effective Date, whether before or after action thereon by the managers and members of the Constituent Companies, by mutual consent of the Constituent Companies, expressed by action of their respective managers and members.

(b) For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(c) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

(d) The Florida Department of State may send any process served on the Department pursuant to Section 605.0117 and Chapter 48, Florida Statutes, to 3433 Lithia Plnecrest Road, Valrico, Florida 33596.

(e) The Surviving Company has agreed to pay to any members of any limited liability company with appraisal rights the amount to which such members are entitled under the provisions of Sections 605.1006 and 605.1061-605.1072, Florida Statutes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date stated above.

LNS SOLUTIONS LLC
a Florida limited liability company

By: 
John Lorella, Manager

LNS SOLUTIONS, LLC
a Delaware limited liability company

By: 
John Lorella, Manager

Lns/docs/agr, plan & art of merger—FL LLC into DE LLC

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