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F: 866.625.0839
COGENCYGLOBAL.COM

Account#: I20000000088

Date: 10/18/2023

Name: KEN

Reference #: 2154139

Entity Name: MOMENTUM INDUSTRIES HOLDINGS, LLC

☐ Articles of Incorporation/Authorization to Transact Business

☐ Amendment

☐ Change of Agent

☐ Reinstatement

☐ Conversion

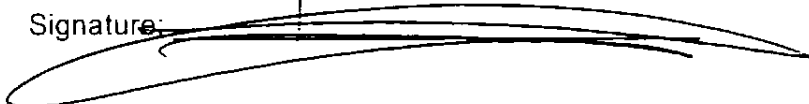
☒ Merger

☐ Dissolution/Withdrawal

☐ Fictitious Name

☐ Other _____

Authorized Amount: \$70.00

Signature: 



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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Momentum Industries Holdings, LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Michael Andreoni

Contact Person

Vedder Price P.C.

Firm/Company

222 N. LaSalle St., Suite 2600

Address

Chicago, IL 60601

City, State and Zip Code

sparnes@vedderprice.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Michael Andreoni

at (312) 609-7814

Name of Contact Person

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

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Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity

CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 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>
Momentum Consulting Corp.	Florida	Profit Corporation

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>
Momentum Industries Holdings, LLC	Florida	Limited liability company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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.

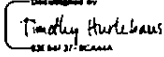
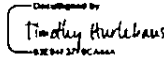
SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
<u>Momentum Consulting Corp.</u>		Timothy J. Hurlebaus (President)
<u>Momentum Industries Holdings, LLC</u>		Timothy J. Hurlebaus (Authorized Representative)

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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 a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

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CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

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PLAN OF MERGER

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>
Momentum Consulting Corp.	Florida	Profit Corporation

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>
Momentum Industries Holdings, LLC	Florida	Limited liability company

THIRD: The terms and conditions of the merger are as follows:

See attached.

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached.

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached.

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Hurlebaus , Timothy J. (Manager), 8100 Oak Lane, Suite 301, Miami Lakes, FL 33016

Perron, Steve (Manager), 8100 Oak Lane, Suite 301, Miami Lakes, FL 33016

Boucher, Dominic (Manager), 8100 Oak Lane, Suite 301, Miami Lakes, FL 33016

(Attach additional sheet if necessary)

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

of

MOMENTUM CONSULTING CORP.

(A FLORIDA CORPORATION)

into

MOMENTUM INDUSTRIES HOLDINGS, LLC

(A FLORIDA LIMITED LIABILITY COMPANY)

This Agreement and Plan of Merger ("Plan of Merger") is entered into on October 18, 2023, by and between Momentum Consulting Corp., a Florida corporation ("MCC"), and Momentum Industries Holdings, LLC, a Florida limited liability company ("Holdings").

RECITALS

- A. MCC is a corporation duly organized and existing under the laws of Florida.
- B. Holdings is a limited liability company duly organized and existing under the laws of the State of Florida.
- C. The board of directors of MCC and the board of managers of Holdings have determined that it is advisable and in the best interests of MCC and Holdings that MCC merges with and into Holdings (the "Merger") upon the terms and conditions of this Plan of Merger, pursuant to the Florida Statutes ("Florida Law").
- D. The board of directors and sole stockholder of MCC and the board of managers and sole member of Holdings have approved the Merger in accordance with Florida Law.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual agreements of the parties and this Plan of Merger, MCC and Holdings hereby agree that MCC shall merge with and into Holdings on the following terms and conditions:

- 1. Merger. Upon the filing of the Articles of Merger attached hereto as Exhibit A with the Florida Secretary of State (the "Certificate"), MCC shall be merged with and into Holdings, with Holdings as the surviving entity (the "Surviving Entity") effective as October 18, 2023 (the "Effective Time"), as provided by applicable law.
- 2. Effect of Merger. At the Effective Time, by virtue of the Merger and without any action on the part of any party, the separate existence of MCC shall cease, and the Surviving Entity

shall become the owner of all the rights, privileges, and property of MCC and shall be subject to all its debts, liabilities, and obligations.

3. Articles of Organization. The articles of organization of Holdings as in effect immediately prior to the Effective Time shall be the articles of organization of the Surviving Entity from and after the Effective Time.

4. Operating Agreement. The operating agreement of Holdings as in effect immediately prior to the Effective Time shall be the operating agreement of the Surviving Entity from and after the Effective Time.

5. Officers and Managers. The officers and managers of Holdings immediately prior to the Effective Time shall, from and after the Effective Time, be the officers and managers of the Surviving Entity and shall hold office from the Effective Time until their respective successors are duly elected or appointed.

6. Cancellation and Retirement of MCC Stock. Upon the Effective Time, (i) each issued and outstanding share of stock of MCC existing immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, or any consideration being tendered thereto, be cancelled and retired and cease to exist, without any conversion thereof, and (ii) each issued and outstanding membership interests of Holdings existing immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain outstanding, so that the number of membership interests of Holdings from and after the Effective Time shall be the same as immediately prior to the Effective Time.

7. Further Assurances. At any time after the Effective Time, the last acting officers and/or directors of MCC or the officers and/or managers of the Surviving Entity may, in the name of such companies, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other actions as the Surviving Entity may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Entity title to, and possession of, all of the property, rights, privileges, powers, franchises, immunities, and interests of MCC and otherwise to carry out the purposes of this Plan of Merger.

8. Headings. The headings used in this Plan of Merger are for convenience of reference only and are not part of this Plan of Merger and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this Plan of Merger.

9. Governing Law. This Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Florida.

10. Counterparts. This Plan of Merger may be executed in separate counterparts, each of which will be deemed to be an original and all of which will constitute one and the same instrument.

11. Complete Agreement. This Plan of Merger, together with the Certificate, contains the complete agreement between the parties hereto with respect to the Merger and supersedes all prior agreements and undertakings relating thereto.

12. Abandoning Merger. The directors of MCC and the managers of Holdings may, in their discretion, abandon the Merger, subject to the rights of third parties, at any time before the Merger

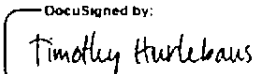
has been completed.

13. Execution and Delivery. An electronic transmission or other reproduction of this Plan of Merger may be executed by one or more parties hereto, and an executed copy of this Plan of Merger may be delivered by one or more parties hereto by electronic transmission pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Plan of Merger as of the date first above written.

MOMENTUM CONSULTING CORP.

By: 
 DocuSigned by:
 0313413715CA44A
 Name: Timothy J. Hurlebaus
 Title: President, United States Operations,
 Commercial & State Government

MOMENTUM INDUSTRIES HOLDINGS, LLC

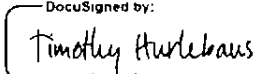
By: 
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 Name: Timothy J. Hurlebaus
 Title: President, United States Operations,
 Commercial & State Government

EXHIBIT A
ARTICLES OF MERGER

See attached.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA