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October 03, 2023 1306 To: Baron Homes LLC Merger Filing Fax: 8506176380 P: 2/9

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**MERGER OR SHARE EXCHANGE
BARON HOMES LLC**

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Articles of Merger
For

Florida Limited Liability Company

BARON HOMES LLC, a Florida limited liability company, hereinafter referred to as the

"Surviving Company," and J BARON HOMES LLC, a Florida limited liability company,

hereinafter referred to as the "Absorbed Company" have entered into a Plan of Merger and hereby

agree to and submit in accordance with the Florida Revised Limited Liability Company Act,

Section 605.1025, the following Articles of Merger.

1. The Absorbed Company, J BARON HOMES LLC, is a limited liability company governed by the laws of the State of Florida.

2. The Surviving Company, BARON HOMES LLC, is a limited liability company governed by the laws of the State of Florida.

3. The merger was approved by each of the above named Florida limited liability company merging entities in accordance with ss.605.1021-605.1026 F.S.: by each other merging entity in accordance with the laws of the State of Florida; 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) F.S..

4. The Surviving Company existed before the merger and is a domestic filing entity.

5. The Surviving 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.

6. The Effective Date of the merger shall be the date of filing these Articles of Merger.

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SURVIVING COMPANY:

BARON HOMES LLC

a Florida limited liability company

By: Benjamin Holdings, LLC

a Florida limited liability company, sole Member

By: _____

Jeremiah Baron, Manager of the sole Member

ABSORBED COMPANY:

J BARON HOMES LLC

a Florida limited liability company

By: _____

Jeremiah Baron, Chief Executive Manager

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PLAN OF MERGER

This Plan of Merger dated this 29 day of September, 2023, between BARON HOMES LLC, a Florida limited liability company, hereinafter referred to as the "Surviving Company," and J BARON HOMES LLC, a Florida limited liability company, hereinafter referred to as the "Absorbed Company."

RECITALS

A. Absorbed Company is a limited liability company organized under the laws of the State of Florida; and

B. Surviving Company is a limited liability company organized under the laws of the State of Florida; and

C. Minority Members of the Absorbed Company are Jacob Bailey, Matt Crady, and Chris Belland.

D. Majority Member of Absorbed Company is Benjamin Holdings, LLC, a Florida limited liability company.

E. The Majority Member of Absorbed Company deems it desirable and in the best business interests of the Absorbed Company be merged with and into the Surviving Company pursuant to the provisions of Section 605.1025, Florida Statutes., in which the Minority Members will have no interest; and

F. The Member of Surviving Company deem it desirable and in the best business interests of the Surviving Company that the Absorbed Company be merged with and into the Surviving Company pursuant to the provisions of Section 605.1025, Florida Statutes.

G. As a result of the Merger and in accordance with the terms of this Agreement, Absorbed Company will cease to have a separate existence; Surviving Company will transfer all of the issued and outstanding membership interests of the Majority Member for all of the interest of

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Surviving Company; and all of the issued and outstanding membership interests of the Minority Members will be surrendered to Surviving Company in exchange for total consideration equal to zero dollars (\$0.00), due to the debts of the Absorbed Company in the amount of Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,000.00).

NOW THEREFORE, in consideration of the mutual covenants, and subject to the terms and conditions hereinafter set forth, Absorbed Company and Surviving Company agree as follows:

Section One. Merger. Absorbed Company shall merge with and into Surviving Company whereby Surviving Company shall be the sole and only remaining business organization.

Section Two. Terms and Conditions. On the Effective Date of the merger, as hereinafter defined, the separate existence of the Absorbed Company shall cease, and the Surviving Company shall succeed to all the rights, privileges, immunities, and franchises, and all the property of Absorbed Company, including, without limitation, real, personal, and mixed property of the Absorbed Company, without the necessity for any separate transfer, all of which shall be governed by Florida law. The Surviving Company shall thereafter be responsible and liable for all liabilities and obligations of the Absorbed Company, and neither the rights of creditors nor any liens on the property of the Absorbed Company shall be impaired by the merger hereof.

Section Three. Conversion of Membership Interests. On the Effective Date of the merger, all of the membership interests of Absorbed Company shall be surrendered to Surviving Company and all of the memberships Absorbed Company issued and outstanding on the Effective Date of the merger held in the name of the above identified Majority Member shall be converted membership interests of the Surviving Company.

Section Four. Articles of Organization of Surviving Company. Subject to the adoption of the name of the Absorbed Company, the Articles of Organization of the Surviving Company shall continue to be the Articles of Organization following the Effective Date of the merger.

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Section Five. Members. The Member of the Surviving Company on the Effective Date of the merger shall be Benjamin Holdings, LLC, a Florida limited liability company.

Section Six. Name of Surviving Company. The name of the Surviving Company shall be Baron Homes LLC.

Section Seven. Property. At and after the Effective Date, all of the assets and property of every kind and character, real, personal and mixed, tangible and intangible, choses in action, rights and credits owned by Absorbed Company as of the Effective Date, or which would otherwise inure to Absorbed Company, shall immediately, by operation of law and without any conveyance or transfer and without any further act or deed, be vested in and become the property of the Surviving Company, which shall have, hold and enjoy the same in its own right as fully and to the same extent as the same were possessed, held and enjoyed by Absorbed Company before the Effective Date. The Surviving Company shall be deemed to be and shall be a continuation of the entity and identity of Absorbed Company. All of the rights and obligations of Absorbed Company shall not revert or in any way be impaired by reason of the Merger. Any claim existing, or action or proceeding pending, by or against Absorbed Company, may be prosecuted to judgment with right of appeal as if the Merger had not taken place or the Surviving Company may be substituted in its place.

Section Eight. Approval. This Plan of Merger shall be required to be approved by the members of the Absorbed Company and by the members of the Surviving Company in the manner provided by the applicable laws of the State of Florida.

Section Nine. Further Assurance of Title. Pursuant to this Plan of Merger, and subject to the approval of a vote of a majority of the membership interests, the Absorbed Company agrees by merger that all of its rights, title and interest in and to all of the assets of the Absorbed Company shall be transferred to the Surviving Company. If at any time the Surviving Company shall consider or be advised that any acknowledgement or assurances in law or other similar actions are necessary or

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desirable in order to acknowledge or confirm in and to the Surviving Company any right, title or interest of the Absorbed Company held immediately prior to the Effective Date of the merger, the Absorbed Company and its proper officers shall and will execute and deliver all such acknowledgements or assurances in law and all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Company that shall be necessary to carry out the purposes of this Plan of Merger, and the Surviving Company or the proper officers and members thereof are fully authorized to take any and all such action in the name of the Absorbed Company or otherwise.

Section Ten. Book Entries. As of the Effective Date entries shall be made upon the books of the Surviving Company in accordance with the following: The assets and liabilities of the Absorbed Company shall be recorded at the amounts at which they are carried on the books of the Absorbed Company immediately prior to the Effective Date.

Section Eleven. Effective Date of Merger. The Effective Date of the merger shall be the next business day following approval of the merger by a majority of the members of Absorbed Company and approval of a majority of the members of Surviving Company. Articles of Merger shall be duly filed as of the Effective Date.

Section Twelve. Closing Matters. The obligations of Absorbed Company and Surviving Company shall be subject to the approval of this Plan of Merger by members holding not less than a majority of the membership interests of Absorbed Company and the members holding a majority of the membership interests of Surviving Company.

Section Thirteen. Execution of Agreement. This Plan of Merger may be executed in any number of counterparts, and each such counterpart shall constitute an original instrument.

Executed on behalf of the parties by their respective manager and member on the date first above written.

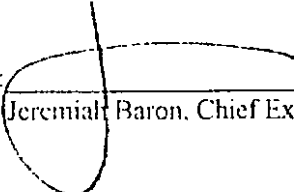
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ABSORBED COMPANY:

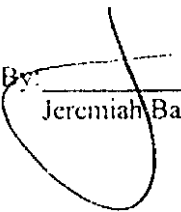
J Baron Homes LLC,
a Florida limited liability company

By: 
Jeremiah Baron, Chief Executive Manager

SURIVING COMPANY:

Baron Homes LLC,
a Florida limited liability company

Benjamin Holdings, LLC, sole Member

By: 
Jeremiah Baron, Manager of sole Member

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