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MERGER OR SHARE EXCHANGE

The Spot Classic Barbershop Holdings, LLC

| | |
|-----------------------|---------|
| Certificate of Status | 0 |
| Certified Copy | 0 |
| Page Count | 15 |
| Estimated Charge | \$50.00 |

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ARTICLES OF MERGER

(Pursuant to Section 605.1025 of
Florida Revised Limited Liability Company Act)

615220174472

THE SPOT CLASSIC BARBERSHOP, LLC, a Florida limited liability company, hereinafter referred to as the "Absorbed Company," and **THE SPOT CLASSIC BARBERSHOP HOLDINGS, LLC**, a Florida limited liability company, hereinafter called the "Surviving Company," have entered into an Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A, and hereby file these Articles of Merger and state:

1. The Spot Classic Barbershop, LLC, (the Absorbed Company, the entity which is not the surviving entity), is a limited liability company governed by the laws of Florida, duly formed in Florida on April 28, 2015.

2. The Surviving Company, The Spot Classic Barbershop Holdings, LLC, is a limited liability company governed by the laws of Florida, duly formed in Florida on January 30, 2024.

3. The Plan of Merger has been approved by Surviving Company in accordance with the provisions of ss. 605.1021-605.10 of Florida Statutes on or before May 8, 2024, which number of Members was sufficient to approve the Plan of Merger under the provisions of Chapter 605, Florida Statutes.

4. The Plan of Merger was approved by Absorbed Company in accordance with the provisions of ss. 605.1021-605.10 of Florida Statutes on or before May 8, 2024, which number of Members was sufficient to approve the Plan of Merger under the provisions of Chapter 605, Florida Statutes.

5. 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 ss. 605.1006 and 605.1061-605.1072. However, the Operating Agreement for Absorbed Company provides that the Members shall not exercise dissenter's rights or rights of appraisal.

The Spot Classic Barbershop Holdings, LLC
Articles of Merger

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6. The name of Surviving Company shall be: THE SPOT CLASSIC BARBERSHOP HOLDINGS, LLC.

7. The Effective Time and the Effective Date of the merger is the date upon which these Articles of Merger are filed.

[SIGNATURE PAGE FOLLOWS.]


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[SIGNATURE PAGE TO THE SPOT CLASSIC BARBERSHOP HOLDINGS, LLC
ARTICLES OF MERGER]


ABSORBED COMPANY:


THE SPOT CLASSIC BARBERSHOP, LLC,
a Florida limited liability Company

By:  _____
Juan Carlos Perdomo, Manager

SURVIVING COMPANY:

THE SPOT CLASSIC BARBERSHOP HOLDINGS,
LLC, a Florida Limited Liability Company

By:  _____
Juan Carlos Perdomo, Manager

By:  _____
Fredis Perdomo, Manager

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EXHIBIT "A"

PLAN OF MERGER

Plan of Merger dated this 8th day of May 2024, between THE SPOT CLASSIC BARBERSHOP HOLDINGS, LLC, a Florida limited liability company, hereinafter referred to the "Surviving Company," and THE SPOT CLASSIC BARBERSHOP, 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. The Members holding a majority of the voting Membership Interest of Absorbed Company ("Majority Members") and their respective Membership Interests (in 100^{ths}) are:

| | |
|------------------------|------------------|
| a. Fredis F. Perdomo | 19.25% |
| b. Juan Carlos Perdomo | 48.87% |
| c. Diana Hernandez | 3.21% |
| d. Salvador Sacasa | 5.78% |
| e. Rober Sacasa | 2.57% |
| f. Lester Rivera | 3.0% (Preferred) |
| Total | 82.67% |

d. The Member holding a minority interest in Absorbed Company ("Minority Member") and his Membership Interest (in 100^{ths}) are:

| | |
|---------------|--------|
| Yaddiel Marin | 17.33% |
|---------------|--------|

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- a. The Managers and Majority Members of Absorbed Company believe that it is desirable and in the best business interest of Absorbed Company to merge with Surviving Company; and
- b. The Managers and Members of Surviving Company deem it desirable and in the best business interests of Surviving Company and its Members that Absorbed Company be merged with and into the Surviving Company pursuant to the provisions of Sections 605.1021, et seq., Florida Statutes.
- c. 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 exchange all of the Membership Interests held by the Majority Members, as defined herein, for the respective, proportionate Membership Interests of the Surviving Company; and the Membership Interests of the Minority Member, as defined herein, will be surrendered to Surviving Company for the fair value of Minority Member's Membership Interests paid within a reasonable period after delivery of the Membership Interests to Surviving Company. Fair value shall be determined using customary and current valuation concepts and techniques employed for similar businesses.

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

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shall succeed to all the rights, privileges, immunities, and franchises, and all the property of the 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 Membership Interests of Absorbed Company shall be surrendered to Surviving Company and the manner and basis of the converting of the Membership Interests of the Absorbed Company shall be as follows:

(a) The Membership Interests of the Absorbed Company held on the Effective Date of the merger in the name of Majority Interests shall be converted to Membership Interests of the Surviving Company as follows:

| | |
|------------------------|-------------------------|
| a. Fredis F. Perdomo | 23.44% (Class A Member) |
| b. Juan Carlos Perdomo | 59.50% (Class A Member) |
| c. Diana Hernandez | 3.91% (Class B Member) |
| d. Salvador Sacasa | 5.78% (Class B Member) |
| e. Rober Sacasa | 2.57% (Class B Member) |
| f. Lester Rivera | 3.0% (Class C Member) |
| Total | 100% |

(b) The Minority Member of Absorbed Company shall be notified of the Merger and offered payment of the fair value of Minority Member's Membership Interests in Absorbed Company as of the Effective Date of the merger and held in the name of the Minority Member. The Absorbed

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Company's Operating Agreement, signed by all Members, including Minority Member, provides that the Members shall not exercise any dissenters' rights or appraisal rights. Therefore, pursuant to the Absorbed Company's Operating Agreement, dissenter's rights will not be recognized. However, Notice of Action and the offer of fair value as provided herein will be provided to the Minority Member. Payment shall be made within a reasonable period after acceptance.

(c) Fair Value has been determined by the Surviving Company and its accountant based on the financial statements of the Absorbed Company, copies of which shall be provided to the Minority Member.

(d) After the Effective Date of the merger, the Majority Members shall surrender their Membership Interests of the Absorbed Company or otherwise assign such interests to the Surviving Company or its duly appointed agent, in such manner as the Surviving Company shall legally require, after which and upon such receipt, the Surviving Company shall issue in exchange therefor Membership Interests of Surviving Company to the Majority Members entitled to those Membership Interests as provided hereinabove.

(e) As of the Effective Date of the merger, the Minority Member's Membership Interests shall be cancelled.

(f) All payments for Minority Member's Membership Interests shall be made after and only upon the assignment of the Minority Member's Membership Interests (delivery of Membership Transfers), and, without further action, shall be deemed made in full satisfaction of all rights pertaining to the Membership Interests.

(g) The issuance of Membership Interests in Surviving Company to the Majority Members made pursuant to this Section Three shall be deemed to have been made in full satisfaction of all rights pertaining to those Members' Membership Interests in Absorbed Company.

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Section Four. Articles of Organization of Surviving Company. The Articles of Organization of the Surviving Company shall continue to be the Articles of Organization following the Effective Date of the merger.

Section Five. Operating Agreement. The Operating Agreement of the Surviving Company shall continue to be the Operating Agreement of the Surviving Company following the Effective Date of the merger.

Section Six. Officers and Managers. The Managers and officers, if any, of the Surviving Company, on the Effective Date of the merger shall continue as the Managers and officers of the Surviving Company for the full unexpired terms of their offices and until their successors have been elected or appointed and qualified.

Section Seven. Name of Surviving Company. The name of the Surviving Company shall remain The Spot Classic Barbershop Holdings, LLC.

Section Eight. Prohibited Transactions. Neither the Absorbed Company nor the Surviving Company shall, prior to the Effective Date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that the Absorbed Company and Surviving Company may take all action necessary or appropriate under the laws of the State of Florida to consummate this merger.

Section Nine. 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

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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 Ten. Representations and Warranties of Absorbed Company. Absorbed Company represents and warrants to Surviving Company that each of the following is true and accurate in all material respects:

(a) Absorbed Company is a limited liability company duly organized, validly existing and in good standing under the laws of Florida and has the power and authority to own or hold under lease all of its properties and assets and to conduct its business and operations as presently conducted.

(b) Subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by a majority of the Absorbed Company voting Members, (i) Absorbed Company has all of the requisite power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by Absorbed Company; and (iii) this Agreement is the valid and binding agreement of Absorbed Company, enforceable against Absorbed Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general applicability affecting the enforcement of creditors' rights generally and the effect of rules of law governing specific performance, injunctive relief and other equitable remedies on the enforceability of such documents.

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(c) The Articles of Organization and Operating Agreement of Absorbed Company require the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the affirmative vote of the holders of a majority of the outstanding voting Membership interests of Absorbed Company. No other law or regulation requires any other vote of the holders of Absorbed Company interest in respect of this Agreement or the transactions contemplated hereby.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the Merger (subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the Absorbed Company Members), will not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Organization or Operating Agreement of Absorbed Company; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Absorbed Company is a party or by which Absorbed Company or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Absorbed Company is a party or by which Absorbed Company or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Absorbed Company; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Absorbed Company or give rise to any meritorious cause of action against Absorbed Company; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

(e) Since January 1, 2024, Absorbed Company has conducted its businesses only in the

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ordinary and usual course, there have been no material adverse changes in the financial condition, assets, liabilities, obligations, properties, business or prospects of Absorbed Company and, except as set forth in any of the Absorbed Company Financials, Absorbed Company has not:

- i. Authorized the creation or issuance of, issued, sold or disposed of, or created any obligation to issue, sell or dispose of, any securities or any obligation convertible into or exchangeable for, any Membership Interest in the Absorbed Company;
- ii. Declared, set aside, paid or made any dividend or other distributions on its Membership Interest Units or directly or indirectly redeemed, purchased or acquired any Membership Interest or entered into any agreement in respect of the foregoing;
- iii. Except for the conversion of certain convertible promissory notes to equity, effected any split, recapitalization, combination, exchange of Membership interests, readjustment or other reclassification;
- iv. Amended its Articles of Organization or Operating Agreement;
- v. Purchased, sold, assigned or transferred any material tangible asset or material patent, trademark, trade name, copyright, license, franchise, design or other intangible asset or property;
- vi. Mortgaged, pledged or granted or suffered to exist any lien or other encumbrance or charge on any assets or properties, tangible or intangible, except for liens for taxes not yet due and payable and such other liens, encumbrances or charges which do not materially adversely affect its financial position;

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- vii. Waived any rights of material value or cancelled any material debts or claims;
- viii. Incurred any material obligation or liability (absolute or contingent), including, without limitation, any tax liability, or paid any material liability or obligation (absolute or contingent) other than liabilities and obligations incurred in the ordinary course of business;
- ix. Incurred any damage, destruction or similar loss, not covered by insurance, materially affecting its businesses or properties;
- x. Acquired any equity interest in any limited liability company, corporation, partnership, trust, joint venture or other entity;
- xi. Made any (i) material investment (except investments made in the ordinary course of business) or (ii) material capital expenditure or commitment for any material addition to property, plant or equipment; and
- xii. The Operating Agreement of Absorbed Company provides that all Members shall refrain from exercising dissenter's rights or right of appraisal.

Section Eleven. Representations and Warranties of Surviving Company. Surviving Company represents and warrants to Absorbing Company that each of the following is true and accurate in all material respects:

(a) Surviving Company is a limited liability company duly organized, validly existing and in good standing under the laws of Florida and has the power and authority to conduct its business and operations as presently conducted;

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, including the Merger (subject to the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the Surviving Company Members), will

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not (i) conflict with or violate any provision of or result in the breach of any provision of the Articles of Organization or Operating Agreement of Surviving Company; (ii) conflict with or violate any provision of or result in the breach or the acceleration of or entitle any party to accelerate (whether upon or after the giving of notice of lapse of time or both) any obligation under, or otherwise materially affect the terms of, any mortgage, lien, lease, agreement, license, instrument, order, arbitration award, judgment or decree to which Surviving Company is a party or by which Surviving Company or its property or assets is bound; (iii) require the consent of any party to any agreement or commitment to which Surviving Company is a party or by which Surviving Company or its property or assets is bound, the failure to obtain which could, individually or in the aggregate with all the other failures to obtain required consents, have a material adverse effect on the business, operations, condition (financial or otherwise) or prospects of Surviving Company; (iv) result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon any property or assets of Surviving Company or give rise to any meritorious cause of action against Surviving Company; or (v) violate or conflict with any applicable law, ordinance, rule or regulation.

Section Twelve. Approval of Members. This Plan of Merger shall be required to be approved by the Majority Members of the Absorbed Company and by a majority of the Members of the Surviving Company in the manner provided by the applicable laws of the State of Florida and the respective operating agreements.

Section Thirteen. Further Assurance of Title. Pursuant to this Agreement and Plan of Merger, and subject to the approval of the Majority Members, 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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U.S. DISTRICT COURT
MIDDLE DISTRICT
FLORIDA
TALLAHASSEE

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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 and Managers 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 Managers thereof are fully authorized to take any and all such action in the name of the Absorbed Company or otherwise.

Section Fourteen. 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 with appropriate adjustments to reflect the cancellation of the Membership interests presently issued and outstanding.

Section Fifteen. Effective Date of Merger. The Effective Date of the merger shall be the date upon which the Articles of Merger are filed with the Secretary of State, State of Florida.

Section Sixteen. Closing Matters. The obligations of Absorbed Company and Surviving Company shall be subject to the approval of this Agreement and Plan of Merger by Members holding not less than a majority of the Membership Interests of Absorbed Company and the affirmative vote of Members holding not less than a majority of the Membership Interests of Surviving Company.

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

[SIGNATURE PAGE FOLLOWS.]

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STATE OF FLORIDA


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**[SIGNATURE PAGE TO THE SPOT CLASSIC BARBERSHOP HOLDINGS, LLC PLAN
OF MERGER]**

Executed on behalf of the parties by their Managers pursuant to the authorization of their
respective Members, Managers, and officers on the date first above written.


ABSORBED COMPANY:


**THE SPOT CLASSIC BARBERSHOP, LLC,
a Florida Limited Liability Company**

By:  _____
Juan Carlos Perdomo, Manager

SURVIVING COMPANY:

**THE SPOT CLASSIC BARBERSHOP HOLDINGS,
LLC, a Florida Limited Liability Company**

By:  _____
Juan Carlos Perdomo, Manager

By:  _____
Fredis Perdomo, Manager

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JANUARY 10, 2024