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MERGER OR SHARE EXCHANGE ATEX Distributing, LLC

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Articles of Merger For Florida Limited Liability Company

The following Articles of Merger are submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, jurisdiction and type of entity of each <u>merging</u> entity that is not the surviving entity are as follows:

NameJurisdictionType of EntityATEX North, LLCFloridaLimited Liability CompanyATEX Midwest, LLCFloridaLimited Liability Company

SECOND: The exact name, jurisdiction and type of entity of the <u>surviving</u> entity are as follows:

Name <u>Jurisdiction</u> <u>Type of Entity</u>

ATEX Distributing, LLC Florida 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).

FOURTH: The surviving entity exists before the merger and is a domestic filing entity. The amendment to its public organic record approved as part of the plan of merger is attached.

<u>FIFTH</u>: 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.

<u>SIXTH</u>: The effective date of the merger is the date of filing of these Articles of Merger.

SEVENTH: Signature(s) of each party to the merger:

Name of Entity/Organization:	Signature(s): Occusioned by.	Typed or Printed Name of Individual:
ATEX North, LLC	Grigory Vuggan BRAF 81254 ADD443A	Gregory A. Düggan
ATEX Distributing, LLC	Gregory Duggan	Gregory A Duggan
ATEX Midwest, LLC	Gregory Duggan	Gregory A. Duggan

From: Daylen F

Attachment to Articles of Merger

AMENDED AND RESTATED ARTICLES OF ORGANIZATION OF ATEX DISTRIBUTING, LLC

The undersigned subscriber to these Articles of Organization hereby forms a limited liability company under the Florida Revised Limited Liability Company Act (the "Act").

ARTICLE I

The name of this limited liability company is ATEX Distributing, LLC.

ARTICLE II

The limited liability company's principal office address is:

3033 Mercy Drive, Suite B Orlando, FL 32808

The limited liability company's mailing address is:

3033 Mercy Drive, Suite B Orlando, FL 32808

ARTICLE III

The limited liability company's initial Registered Agent and Registered Office in the State of Florida shall be:

CT Corporation System 1200 South Pine Island Road Plantation, Florida 33324

ARTICLE IV

The limited liability company was originally formed on December 4, 2024. These Amended and Restated Articles of Organization shall become effective upon filing with the Florida Department of State.

ARTICLE V

To the fullest extent permitted by the Act:

- (a) <u>Exculpation</u>. No officer, manager, managing member, or other person acting in an official capacity on behalf of the Company (each, an "Agent") shall be liable to the Company or any member for monetary damages for any act or omission in such capacity, except to the extent that such limitation of liability is not permitted under the Act.
- (b) <u>Indemnification</u>. The Company shall indemnify and hold harmless any Agent who was or is a party to any action, suit or proceeding (including any threatened, pending or completed action, suit or



To

proceeding to the fullest extent permitted by the Act. <u>provided</u> that such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

- (c) <u>Advancement of Expenses</u>. Expenses incurred by an Agent in defending any proceeding may be paid by the Company in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Agent to repay such amount if it is ultimately determined that such person is not entitled to be indemnified.
- (d) Non-Exclusivity. The indemnification and advancement rights provided herein shall not be deemed exclusive of any other rights to which any person may be entitled under any agreement, vote of members or disinterested managers or otherwise.

THE UNDERSIGNED, for the purpose of forming a limited liability company to do business within the State of Florida, does make and file these Articles of Organization.

У подабаваный — Gregory A. Duggan

Authorized Representative of the Sole Member

