

P22000023054

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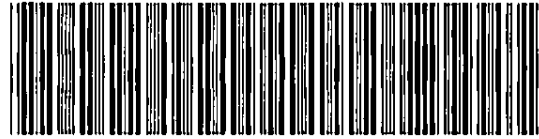
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Name:	FGP Florida, Inc.
Document #:	
Order #:	14446219

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Amount: \$ ~~122.50~~ 81.50

Thank you!

ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

FIRST: The name and jurisdiction of the surviving entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>FGP Florida, Inc.</u>	<u>FL</u>	<u>Corporation</u>	<u>P22000023054</u>

SECOND: The name and jurisdiction of each merging eligible entity:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document Number</u> (If known/ applicable)
<u>Fusion Growth Partners, Inc.</u>	<u>CA</u>	<u>Corporation</u>	
<u>FGP Florida, Inc.</u>	<u>FL</u>	<u>Corporation</u>	<u>P22000023054</u>
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THIRD: The merger was approved by each domestic merging corporation in accordance with s.607.1101(1)(b), F.S., and by the organic law governing the other parties to the merger.

10:10:00
 2022 JUL 18 PM 4:45
 2022 JUL 18 PM 4:45

FOURTH: Please check one of the boxes that apply to surviving entity:

- ☐ This entity exists before the merger and is a domestic filing entity.
- ☐ This entity exists before the merger and is not authorized to transact business in Florida.
- ☒ This entity exists before the merger and is a domestic filing entity, and its Articles of Incorporation are being amended as attached.
- ☐ This entity is created by the merger and is a domestic corporation, and the Articles of Incorporation are attached.
- ☐ This entity is a domestic eligible entity and is not a domestic corporation and is being amended in connection with this merger as attached.
- ☐ This entity is a domestic eligible entity being created as a result of the merger. The public organic record of the survivor 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.

FIFTH: Please check one of the boxes that apply to domestic corporations:

- ☒ The plan of merger was approved by the shareholders and each separate voting group as required.
- ☐ The plan of merger did not require approval by the shareholders.

SIXTH: Please check box below if applicable to foreign corporations

- ☒ The participation of the foreign corporation was duly authorized in accordance with the corporation's organic laws.

SEVENTH: Please check box below if applicable to domestic or foreign non corporation(s).

- ☐ Participation of the domestic or foreign non corporation(s) was duly authorized in accordance with each of such eligible entity's organic law.

EIGHTH: 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.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:

Fusion Growth Partners, Inc.

FGP Florida, Inc.

Signature(s):

DocuSigned by:

James Becker

DocuSigned by:

James Becker

Typed or Printed

Name of Individual:

James Becker, President

James Becker, President

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

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
FGP FLORIDA, INC.
(Florida Secretary of State Entity Number: P22000023054)**

Pursuant to Section 607.1007 of the Florida Business Corporation Act, the undersigned, being the President of FGP Florida, Inc., a Florida corporation (the "Corporation"), and desiring to amend and restate its Articles of Incorporation, does hereby certify:

FIRST: Articles of Incorporation of the Corporation were filed with the Secretary of State of Florida on March 22, 2022, Document No. P22000023054.

SECOND: These Amended and Restated Articles of Incorporation were adopted by all of the directors and shareholders of the Corporation on June 30, 2022. The number of votes cast for the amendment to the Corporation's Articles of Incorporation was sufficient for approval.

THIRD: The text of the Articles of Incorporation are hereby amended and restated as herein set forth in full and shall supersede the original Articles of Incorporation.

ARTICLE I

The name of the corporation is FUSION GROWTH PARTNERS, INC. (the "Corporation").

ARTICLE II

The street and mailing address of the initial principal office of the Corporation is 10 SE Central Parkway, Suite 307, Stuart, Florida 34994.

ARTICLE III

(A) Classes of Stock. The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares which the Corporation is authorized to issue is 2,025,000 shares. 1,800,000 shares shall be Common Stock and 225,000 shares shall be Preferred Stock.

(B) Rights, Preferences and Restrictions of Preferred Stock. The Preferred Stock authorized by these Articles may be issued from time to time in one or more series. The first series of Preferred Stock shall be designated "Series A Preferred Stock" and shall consist of 225,000 shares. The rights, preferences, privileges, and restrictions granted to and imposed on the Series A Preferred Stock are as set forth below in this Article IV(B).

1. Dividend Provisions.

(a) The holders of shares of Series A Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (except as provided in paragraph (h) below), in an

amount per annum equal to \$0.7339 in cash per share and no more (as adjusted for stock splits, stock dividends, reclassification and the like) on each outstanding share of Series A Preferred Stock.

(b) Dividends shall be payable quarterly in arrears on or before March 31, June 30, September 30 and December 31 each year or, if not a day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions are authorized or required by law, regulation or executive order to close (each, a "Business Day"), then the next succeeding Business Day (each, a "Dividend Payment Date"), commencing on first March 31, June 30, September 30 or December 31 from and after the date of the issuance of any shares of Series A Preferred Stock.

(c) The amount of dividends payable on the Series A Preferred Stock for each full quarterly period from, and including the applicable Dividend Payment Date to, but excluding the next succeeding Dividend Payment Date (each, a "Dividend Period"), shall be computed by dividing by four (4) the annual dividend amount set forth in paragraph (a)(i) above. Dividends payable in respect of the period between the date the Corporation first issued shares of Series A Preferred Stock (the "Initial Issue Date") and the first Dividend Payment Date thereafter (the "Initial Dividend Period") and any subsequent period between Dividend Payment Dates which is less than a full Dividend Period in length will be computed on the basis of a 360-day year consisting of twelve (12) 30-day months.

(d) Dividends shall be paid to holders of record as their names appear on the stock register of the Corporation at the close of business on the first day of the calendar month in which the applicable Dividend Payment Date falls or on such other date designated by the Board of Directors for the payment of dividends that is not more than 30 nor less than 10 days prior to such Dividend Payment Date (each, a "Record Date"). Dividends in respect of any past Dividend Periods that are in arrears may be authorized and paid at any time to holders of record on the Record Date thereof. Any dividend payment made to holders of Series A Preferred Stock shall be first credited against the earliest accrued but unpaid dividend due which remains payable.

(e) Dividends shall be fully cumulative and shall accrue (whether or not declared), from the first day of the Dividend Period in which such dividend may be payable as herein provided on all shares of Series A Preferred Stock issued and outstanding on the first day of such Dividend Period, except that with respect to the Initial Dividend Period, such dividend shall accrue from the Initial Issue Date. Any dividend not paid pursuant to paragraph (a)(ii) above shall be fully cumulative and shall accrue (whether or not declared), as set forth in above.

(f) Holders of shares of Series A Preferred Stock shall be entitled to receive dividends provided for herein in preference to and in priority over any dividends, other than dividends paid in stock ranking junior to Series A Preferred Stock (the "Junior Stock") upon any of the Junior Stock.

(g) So long as any shares of Series A Preferred Stock are outstanding, the Corporation shall not declare, pay or set apart for payment, any dividend on any of the Junior

Stock (other than dividends paid in such Junior Stock) or make any payment on account of, or set apart for payment money for a sinking or other similar fund for, the purchase, redemption or other retirement of, any of the Junior Stock or any warrants, rights, calls or options exercisable for any of the Junior Stock, or make any distribution in respect thereof, either directly or indirectly, and whether in cash, obligations or shares of the capital stock of the Corporation or other property (other than distributions or dividends in stock to the holders of such stock), and shall not permit any corporation or other entity directly or indirectly controlled by the Corporation to purchase or redeem any of the Junior Stock or any warrants, rights, calls or options exercisable for any of the Junior Stock, unless, prior to or concurrently with such declaration, payment, setting apart for payment, purchase or distribution, as the case may be, all accrued and unpaid cash dividends, including additional payments thereon, on shares of Series A Preferred Stock not paid on the dates provided for above shall have been or be paid; provided, however, that nothing contained herein shall prevent the Corporation from repurchasing shares of the Common Stock as required by law or by the terms of any employee stock ownership agreement or plan of the Corporation.

(h) Subject to the foregoing provisions of this section, the Board of Directors may declare and the Corporation may pay or set apart for payment dividends and other distributions on any of the Junior Stock, and may purchase or otherwise redeem any of the Junior Stock or any warrants, rights or options exercisable for any of the Junior Stock, and the holders of the shares of Series A Preferred Stock shall not be entitled to share therein.

2. Liquidation.

(a) Preference. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to \$12.2316 per share (as adjusted for stock splits, stock dividends, reclassification and the like) for each share of Series A Preferred Stock then held by them, plus declared but unpaid dividends. If, upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the preferential amount each such holder is otherwise entitled to receive.

(b) Remaining Assets. Upon the completion of the distribution required by Section 2(a) above, if assets remain in the Corporation, the holders of the Common Stock of the Corporation shall receive all of the remaining assets of the Corporation.

(c) Certain Acquisitions.

(i) Deemed Liquidation. For purposes of this Section 2, a liquidation, dissolution, or winding up of the Corporation shall be deemed to occur if the Corporation shall sell, convey, or otherwise dispose of all or substantially all of its property or business or merge with or into or consolidate with any other corporation, limited liability

company or other entity (other than a wholly-owned subsidiary of the Corporation) (any such transaction, a "Liquidation Transaction"), provided that none of the following shall be considered a Liquidation Transaction: (i) a merger effected exclusively for the purpose of changing the domicile of the Corporation, (ii) an equity financing in which the Corporation is the surviving corporation, or (iii) a transaction in which the shareholders of the Corporation immediately prior to the transaction own 50% or more of the voting power of the surviving corporation following the transaction. In the event of a merger or consolidation of the Corporation that is deemed pursuant to this section to be a Liquidation Transaction, all references in this Section 2 to "assets of the Corporation" shall be deemed instead to refer to the aggregate consideration to be paid to the holders of the Corporation's capital stock in such merger or consolidation. Nothing in this subsection 2(c)(i) shall require the distribution to shareholders of anything other than proceeds of such transaction in the event of a merger or consolidation of the Corporation.

(ii) Valuation of Consideration. In the event of a deemed liquidation as described in Section 2(c)(i) above, if the consideration received by the Corporation is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability:

(1) If traded on a national securities exchange or quotation system, the value shall be based on a formula approved by the Board of Directors and derived from the closing prices of the securities on such exchange or quotation system over a specified time period;

(2) If actively traded over-the-counter, the value shall be based on a formula approved by the Board of Directors and derived from the closing bid or sales prices (whichever is applicable) of such securities over a specified time period; and

(3) If there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors.

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as specified above in Section 2(c)(ii)(A) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors.

3. Redemption.

(a) Redemption. At any time on or after the Date of Issuance and during a Redemption Event (as defined below), any holder of Series A Preferred Stock shall have the right to elect to have, out of funds legally available therefor, all or any portion of the then outstanding shares of Series A Preferred Stock held by such holder redeemed by the Corporation (a "Series A Redemption") for a price per Share equal to \$12.2316 per share (as adjusted for

stock splits, stock dividends, reclassification and the like) for each such Share, plus all unpaid accrued and accumulated dividends on such Share (whether or not declared) (the "Series A Redemption Price"). Any such Series A Redemption shall occur not more than sixty (60) days following receipt by the Corporation of a written election notice (the "Series A Election Notice") from such holder of Series A Preferred Stock, stating the aggregate number of shares to be redeemed. In exchange for the surrender to the Corporation by the respective holders of shares of Series A Preferred Stock of their certificate or certificates representing such shares in accordance with Section 3(d) below, the aggregate Series A Redemption Price for all shares held by each holder of shares shall be payable in cash in immediately available funds to the respective holders of the Series A Preferred Stock in four (4) equal payments of twenty five percent (25.0%) of the Series A Redemption Price without interest on the first day of each calendar quarter following the applicable Series A Redemption Date and the Corporation shall contribute all of its assets to the payment of the Series A Redemption Price, and to no other corporate purpose, except to the extent prohibited by applicable Florida law and for such amounts to be retained by the Corporation reasonably necessary to provide for the continued operation of the Corporation, including reasonable reserves, as reasonably determined by the Board of Directors in its sole discretion consistent with past practice.

(b) Redemption Event.

(i) Notice of Redemption Event. As promptly as practicable, but in no event later than January 31 of each calendar year during which shares of Series A Preferred Stock remain outstanding, the Corporation shall determine whether the Corporation has achieved total annual revenues of at least \$25,000,000 (the "Redemption Revenue Target") for the most recently completed calendar year. In the event that the Corporation has achieved the Redemption Revenue Target, the Corporation shall send written notice (a "Redemption Event Notice") of such achievement to each record holder of Series A Preferred Stock and of the opportunity for each such holder to elect to have the Corporation redeem all or a portion of such holder's shares of Series A Preferred Stock at the Series A Redemption Price and subject to the terms and conditions provided herein. Such Redemption Event Notice shall state:

(A) that the Corporation has achieved the Redemption Revenue Target for the immediately preceding calendar year;

(B) that such holder may elect within thirty (30) days following the date of the Redemption Event Notice (the "Redemption Election Expiration Date") to have the Corporation redeem all or any portion of the shares of Series A Preferred Stock held by such holder for the Series A Redemption Price;

(C) the date of the closing of the redemption, which pursuant to Section 3(a) shall be no later than sixty (60) days following receipt by the Corporation of a Series A Redemption Election Notice (the applicable date, the "Series A Redemption Date"); and

(D) the manner and place designated for surrender by the holder to the Corporation of his, her or its certificate or certificates representing the Shares of Series A Preferred Stock to be redeemed.

(ii) Series A Redemption Election Notice. Following the receipt of a Redemption Event Notice, any record holder of Series A Preferred Stock desiring to elect to redeem all or any portion of such holder's shares of Series A Preferred Stock shall notify the Corporation of its election in writing (a "Series A Redemption Election Notice") on or prior to the Redemption Election Expiration Date. Such Series A Redemption Election Notice shall state the number of shares of such holder's shares of Series A Preferred Stock that holder desires for the Corporation to redeem. To be eligible for redemption a Series A Redemption Election Notice must be timely received on or prior to the Redemption Election Expiration Date. In no event shall the Corporation be obligated to redeem any shares of Series A Preferred Stock following the Redemption Election Expiration Date in any given calendar year.

(c) Insufficient Funds; Remedies for Nonpayment.

(i) Insufficient Funds. If on any Series A Redemption Date, the assets of the Corporation legally available are insufficient to pay the full Series A Redemption Price for the total number of shares elected to be redeemed pursuant to Section 3(a), the Corporation shall (i) take all appropriate action reasonably within its means to maximize the assets legally available for paying the Series A Redemption Price, and (ii) redeem out of all such assets legally available therefor on the applicable Series A Redemption Date, the maximum possible number of shares that it can redeem on such date, pro rata among the holders of such shares to be redeemed in proportion to the aggregate number of shares elected to be redeemed by each such holder on the applicable Series A Redemption Date.

(ii) Remedies for Nonpayment. If on any Series A Redemption Date, all of the shares elected to be redeemed pursuant to a Series A Election Notice are not redeemed in full by the Corporation by paying the entire Series A Redemption Price, until such shares are fully redeemed and the aggregate Series A Redemption Price paid in full, all of the unredeemed shares shall remain outstanding and continue to have the rights, preferences, and privileges expressed herein, including the accrual and accumulation of dividends thereon as provided in Section 1.

(d) Surrender of Certificates. On or before the Series A Redemption Date, each holder of shares of Series A Preferred Stock electing to redeem any shares of Series A Preferred Stock shall surrender the certificate or certificates representing such shares to the Corporation, in the manner and place designated in the Series A Redemption Notice, duly assigned or endorsed for transfer to the Corporation (or accompanied by duly executed stock powers relating thereto), or, in the event the certificate or certificates are lost, stolen or missing, shall deliver an affidavit of loss, in the manner and place designated in the Series A Redemption Notice. Each surrendered certificate shall be canceled and retired and the Corporation shall thereafter make payment of the applicable Series A Redemption Price by certified check or wire transfer to the holder of record of such certificate; provided, that if less than all the shares represented by a surrendered certificate are redeemed, then a new stock certificate representing the unredeemed shares shall be issued in the name of the applicable holder of record of canceled stock certificate.

(e) Rights Subsequent to Redemption. On the Series A Redemption Date all rights of the holder in the shares so redeemed and paid or tendered, including any rights

to dividends on such shares, shall cease, and such shares shall no longer be deemed issued and outstanding.

4. Conversion. The Preferred Stock is not convertible.

5. Voting Rights. Except as expressly provided by these Articles or as provided by law, the holders of Series A Preferred Stock shall have the same voting rights as the holders of Common Stock, shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation, and shall vote together as a single class on all matters. Each holder of Series A Preferred Stock shall be entitled to one (1) vote for each share of Series A Preferred Stock held. Fractional votes shall not, however, be permitted.

(C) Common Stock.

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of the Corporation, or the occurrence of a Liquidation Transaction, the assets of the Corporation shall be distributed as provided in Section 2 of Article III(B).

3. Redemption. The Common Stock is not redeemable.

4. Voting Rights. Each holder of Common Stock shall have the right to one (1) vote per share of Common Stock, and shall be entitled to notice of any shareholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

ARTICLE IV

All shareholders are entitled to cumulate their votes for directors pursuant to Section 607.0728(3) of the Florida Business Corporation Act ("FBCA").

ARTICLE V

The street address of the registered office of the Corporation is 10 SE Central Parkway, Suite 307, Stuart, Florida 34994. The name of the registered agent of the Corporation at that office is James Becker.

ARTICLE VI

The name and street address of the Corporation's incorporator is James Becker, 10 SE Central Parkway, Suite 307, Stuart, Florida 34994.

ARTICLE VII

The Corporation is organized to transact any or all lawful business for which corporations may be incorporated under the Florida Business Corporation Act (FBCA as it now exists or may hereafter be amended or supplemented).

ARTICLE VIII

(A) The Corporation shall indemnify, advance expenses, and hold harmless, to the fullest extent permitted by the FBCA and other applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer, employee, or agent of the Corporation or, while a director, officer, employee, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, enterprise, or nonprofit entity, including service with respect to employee benefit plans, against all liability, damages, and loss suffered and expenses (including attorneys' fees) actually and reasonably incurred by such Covered Person.

(B) Any amendment, repeal, or modification of this Article VI shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE VIII

The effective date and time of these Articles shall be the date and time that these Articles are filed with Florida Department of State, Division of Corporations.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in these Articles, the undersigned is familiar with and accepts the appointment as registered agent and agrees to act in this capacity.

Dated: July 14, 2022

DocuSigned by:
James Becker
4B057406C7C94DF

JAMES BECKER

I, the undersigned, submit these Articles and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Florida Department of State constitutes a third degree felony as provided for in Section 817.155 of the Florida Statutes.

Dated: July 14, 2022

DocuSigned by:
James Becker
4B057406C7C94DF

JAMES BECKER, President