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(Requestor's Name)

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(City/State/Zip/Phone #)

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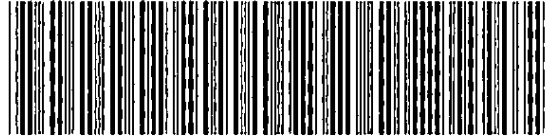
(Business Entity Name)

(Document Number)

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Merger

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GS

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Merger

1. UNIFIED GROWTH PARTNERS CORPORATION

(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

**SPECIAL
INSTRUCTIONS:**

FILED

ARTICLES OF MERGER
OF
UNIFIED GROWTH PARTNERS CORPORATION,
A FLORIDA CORPORATION
AND
UNIFIED GROWTH PARTNERS CORPORATION,
A DELAWARE CORPORATION

2023 SEP 19 PM 12 12

NOTARY OF STATE
J. J. JONES, Notary Public

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

FIRST: Attached hereto as Exhibit A and made a part hereof is the Agreement and Plan of Merger (the "Plan of Merger") for merging Unified Growth Partners Corporation, a Florida corporation ("UGP-FL"), with and into Unified Growth Partners Corporation, a Delaware corporation ("UGP-DE").

SECOND: The sole stockholder of UGP-DE entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by written consent on September 15, 2023.

THIRD: The shareholders of UGP-FL entitled to vote on the aforesaid Plan of Merger approved and adopted the Plan of Merger by written consent given by them on September 15, 2023, in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.

FOURTH: The merger of UGP-FL with and into UGP-DE is permitted by the laws of the state of Delaware and has been authorized in compliance with said laws.

[Signature Page to Follow]

Executed on this 15th day of September 2023.

UNIFIED GROWTH PARTNERS
CORPORATION, a Florida corporation

By:

DocuSigned by:

Patrick O'Toole

Patrick O'Toole, President

UNIFIED GROWTH PARTNERS
CORPORATION, a Delaware corporation

By:

DocuSigned by:

Patrick O'Toole

Patrick O'Toole, President

EXHIBIT A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is entered into as of September 18, 2023, by and between Unified Growth Partners Corporation, a Florida corporation ("UGP-FL"), and Unified Growth Partners Corporation, a Delaware corporation ("UGP-DE").

WITNESSETH:

WHEREAS, UGP-FL is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, UGP-DE is a corporation duly organized and existing under the laws of the State of Delaware and is a wholly owned subsidiary of UGP-FL;

WHEREAS, on the date of this Merger Agreement, UGP-FL is authorized to issue 10,000,000 shares of Common Stock (the "UGP-FL Common Stock"), of which 9,000,000 shares are issued and outstanding;

WHEREAS, on the date of this Merger Agreement, UGP-DE has authority to issue 10,000,000 shares of Common Stock, par value \$0.0001 per share (the "UGP-DE Common Stock"), of which 100 shares are issued and outstanding and owned by UGP-FL;

WHEREAS, the Boards of Directors of UGP-FL and f UGP-DE have determined that, for the purpose of effecting the reincorporation of UGP-FL in the State of Delaware, it is advisable and to the advantage of said two corporations and their respective shareholders that UGP-FL merge with and into UGP-DE upon the terms and subject to the conditions herein provided; and

WHEREAS, the respective Boards of Directors of UGP-FL and UGP-DE, the shareholders of UGP-FL, and the sole stockholder of UGP-DE have adopted and approved this Merger Agreement.

WHEREAS, each of the parties intends that, for U.S. federal income tax purposes, this Merger Agreement will constitute, and is hereby adopted as, a "plan of reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury regulations promulgated thereunder (the "Treasury Regulations") and the Merger will constitute a "reorganization" within the meaning of Section 368(a) of the Code.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, UGP-FL and UGP-DE hereby agree to merge as follows:

1. Merger. UGP-FL shall be merged with and into UGP-DE, and UGP-DE shall survive the merger (the "Merger"), effective upon the date when this Merger Agreement is made effective in accordance with applicable law (the "Effective Date").

2. Governing Documents.

a. The Certificate of Incorporation of UGP-DE, in effect on the Effective Date, shall continue to be the Certificate of Incorporation of UGP-DE as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

b. The Bylaws of UGP-DE, in effect on the Effective Date, shall continue to be the Bylaws of UGP-DE as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Directors and Officers. The directors and officers of UGP-FL shall become the directors and officers of UGP-DE upon the Effective Date, and the members of any committee of the Board of Directors of UGP-FL shall become the members of such committees for UGP-DE.

4. Succession. On the Effective Date, UGP-DE shall succeed to UGP-FL in the manner of and as more fully set forth in Section 259 of the General Corporation Law of the State of Delaware.

5. Further Assurances. From time to time, as and when required by UGP-DE or by its successors and assigns, there shall be executed and delivered on behalf of UGP-FL such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in UGP-DE, the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of UGP-FL, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of UGP-DE are fully authorized in the name and on behalf of UGP-FL or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Stock of UGP-FL.

a. Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof each one (1) share of UGP-FL Common Stock outstanding immediately prior thereto shall be changed and converted into one (1) fully paid and nonassessable share of UGP-DE Common Stock (the "Common Stock Conversion Ratio").

b. Fractional Shares. No fractional shares shall be issued to a holder with respect to the conversion of any shares of Common Stock pursuant to this Section 6. All shares of stock issuable to a holder pursuant to this Section 6 shall be aggregated for purposes of determining whether the conversion set forth herein would result in the issuance of any fractional share. If after such aggregation, the conversion would result in the issuance of a fractional share, UGP-DE shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the fair market value of such fraction on the Effective Date (as determined in good faith by the Board of Directors of UGP-DE).

7. Stock Certificates. On and after the Effective Date, all of the outstanding certificates that prior to that time represented shares of UGP-FL capital stock shall be deemed for all purposes to evidence ownership of and to represent the shares of UGP-DE capital stock into which the shares of UGP-FL capital stock represented by such certificates have been converted

as herein provided. The registered owner on the books and records of UGP-FL or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to UGP-DE or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of UGP-DE capital stock evidenced by such outstanding certificate as provided above.

8. Employee Benefit Plans. As of the Effective Date, UGP-DE hereby assumes all obligations of UGP-FL under any and all employee benefit plans in effect as of said date or with respect to which employee rights or accrued benefits are outstanding as of said date. As of the Effective Date, UGP-DE shall assume all obligations of UGP-FL under agreements pertaining to such plans and the outstanding rights granted pursuant thereto.

9. Outstanding Common Stock of UGP-DE. Upon the Effective Date, the ten thousand (10,000) shares of UGP-DE Common Stock currently issued and outstanding in the name of UGP-FL shall be canceled and retired and resume the status of authorized and unissued shares of UGP-DE Common Stock, and no shares of UGP-DE Common Stock or other securities of UGP-DE shall be issued in respect thereof.

10. Covenants of UGP-DE. UGP-DE covenants and agrees that it will, on or before the Effective Date:

a. Qualify to do business as a foreign corporation in the State of Florida, and in all other states in which UGP-FL is so qualified and in which the failure to so qualify would have a material adverse impact on the business or financial condition of UGP-DE. In connection therewith, UGP-DE shall irrevocably appoint an agent for service of process in the State of Florida and under applicable provisions of state law in other states in which qualification is required.

b. File any and all documents with the Florida Department of Revenue necessary to the assumption by UGP-DE of all of the franchise tax liabilities of UGP-FL.

11. Amendment. At any time before or after approval and adoption by the shareholders of UGP-FL, this Merger Agreement may be amended in any manner as may be determined in the judgment of the Boards of Directors of UGP-DE and UGP-FL to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Merger Agreement, except that any amendment of the principal terms of this Merger Agreement shall require shareholder approval.

12. Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Boards of Directors of UGP-FL or UGP-DE or both, notwithstanding approval of this Merger Agreement by the shareholders of UGP-FL and the sole stockholder of UGP-DE.

13. Intended Tax Treatment. The parties hereto intend, for U.S. federal and applicable state and local income tax purposes, for the Merger to qualify as a reorganization within the meaning of Section 368(a) of the Code and that this Merger Agreement constitute, and is hereby

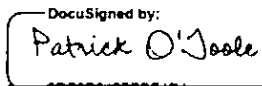
adopted as a "plan of reorganization" withing the meaning of Treasury Regulations Sections 1.368-2(g) and 1.368-3(a)

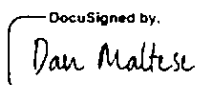
14. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

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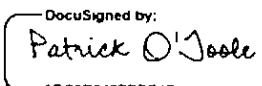
IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by resolution of the Boards of Directors of UGP-FL and UGP-DE, respectively, is hereby executed on behalf of each of said two corporations by their respective officers thereunto duly authorized.

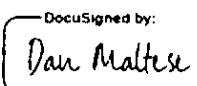
Unified Growth Partners Corporation, a
Florida corporation

By: 
Patrick O'Toole
President

By: 
Dan Maltese
Vice President

Unified Growth Partners Corporation, a
Delaware corporation

By: 
Patrick O'Toole
President

By: 
Dan Maltese
Vice President, Secretary

AGREEMENT AND PLAN OF MERGER

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WITNESSETH:

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WHEREAS, UGP-DE is a corporation duly organized and existing under the laws of the State of Delaware and is a wholly owned subsidiary of UGP-FL;

WHEREAS, on the date of this Merger Agreement, UGP-FL is authorized to issue 10,000,000 shares of Common Stock (the "UGP-FL Common Stock"), of which 9,000,000 shares are issued and outstanding;

WHEREAS, on the date of this Merger Agreement, UGP-DE has authority to issue 10,000,000 shares of Common Stock, par value \$0.0001 per share (the "UGP-DE Common Stock"), of which 100 shares are issued and outstanding and owned by UGP-FL;

WHEREAS, the Boards of Directors of UGP-FL and f UGP-DE have determined that, for the purpose of effecting the reincorporation of UGP-FL in the State of Delaware, it is advisable and to the advantage of said two corporations and their respective shareholders that UGP-FL merge with and into UGP-DE upon the terms and subject to the conditions herein provided; and

WHEREAS, the respective Boards of Directors of UGP-FL and UGP-DE, the shareholders of UGP-FL, and the sole stockholder of UGP-DE have adopted and approved this Merger Agreement.

WHEREAS, each of the parties intends that, for U.S. federal income tax purposes, this Merger Agreement will constitute, and is hereby adopted as, a "plan of reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury regulations promulgated thereunder (the "Treasury Regulations") and the Merger will constitute a "reorganization" within the meaning of Section 368(a) of the Code.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, UGP-FL and UGP-DE hereby agree to merge as follows:

1. Merger. UGP-FL shall be merged with and into UGP-DE, and UGP-DE shall survive the merger (the "Merger"), effective upon the date when this Merger Agreement is made effective in accordance with applicable law (the "Effective Date").

2. Governing Documents.

a. The Certificate of Incorporation of UGP-DE, in effect on the Effective Date, shall continue to be the Certificate of Incorporation of UGP-DE as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

b. The Bylaws of UGP-DE, in effect on the Effective Date, shall continue to be the Bylaws of UGP-DE as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Directors and Officers. The directors and officers of UGP-FL shall become the directors and officers of UGP-DE upon the Effective Date, and the members of any committee of the Board of Directors of UGP-FL shall become the members of such committees for UGP-DE.

4. Succession. On the Effective Date, UGP-DE shall succeed to UGP-FL in the manner of and as more fully set forth in Section 259 of the General Corporation Law of the State of Delaware.

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as herein provided. The registered owner on the books and records of UGP-FL or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to UGP-DE or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of UGP-DE capital stock evidenced by such outstanding certificate as provided above.

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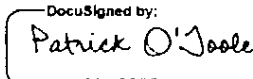
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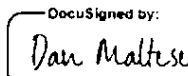
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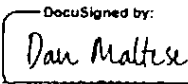
Unified Growth Partners Corporation, a
Florida corporation

By: 
30C90643888E4D4
Patrick O'Toole
President

By: 
734ABAE259384F1
Dan Maltese
Vice President

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Vice President, Secretary