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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

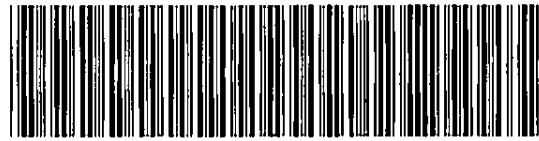
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2025 FEB 10 AM 10:07
STATE
TALLAHASSEE, FLORIDA

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RECEIVED

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 972651 7802301

AUTHORIZATION :

COST LIMIT : \$ 55. PLUS ANY EXTRA FEE

80.00

ORDER DATE : February 10, 2025

ORDER TIME : 1:38 PM

ORDER NO. : 972651-005

CUSTOMER NO: 7802301

ARTICLES OF MERGER

BROADBURST INTERACTIVE NETWORK
LLC

INTO

BROADBURST INTERACTIVE NETWORK
LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Shauna Godbolt

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Broadburst Interactive Network LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Scott Reinke

Contact Person

Reinke Law PLLC

Firm/Company

9 Powerstation Road, #396

Address

Charlton City, MA 01508

City, State and Zip Code

scott@reinke-law.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Scott Reinke at (941) 343-8442

Name of Contact Person

Area Code

Daytime Telephone Number

Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Articles of Merger
For
Florida Limited Liability Company**

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

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Broadburst Interactive Network LLC</u>	<u>New York</u>	<u>limited liability company</u>
<u>Broadburst Interactive Network LLC</u>	<u>Florida</u>	<u>limited liability company</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Broadburst Interactive Network LLC</u>	<u>Florida</u>	<u>limited liability company</u>

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).

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2025 FEB 10 AM 10:07
TALLAHASSEE, FLORIDA

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)


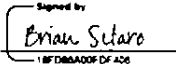
- This entity exists before the merger and is a domestic filing entity. the amendment, if any to its public organic record are attached.
- This entity is created by the merger and is a domestic filing entity. the public organic record is attached.
- This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership. its statement of qualification is attached.
- This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This 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.

SIXTH: 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.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Broadburst Interactive Network LLC		Benjamin Tucker
Broadburst Interactive Network LLC		Brian Setaro

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 FLORIDA DEPARTMENT OF STATE
 TALLAHASSEE, FLORIDA

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

Fees:	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	Certified Copy (optional):	\$30.00

**AGREEMENT AND PLAN OF MERGER
OF
BROADBURST INTERACTIVE NETWORK LLC (FLORIDA)
AND
BROADBURST INTERACTIVE NETWORK LLC (NEW YORK)**

This Agreement and Plan of Merger (this "Agreement") is made and entered by and between Broadburst Interactive Network LLC, a Florida limited liability company, and wholly-owned subsidiary of NYCO (as defined herein) ("FLCO"), and Broadburst Interactive Network LLC, a NEW YORK limited liability company ("NYCO") this 6th day of February 2025. Capitalized terms used in this Agreement are defined in Article IX.

PRELIMINARY STATEMENTS

A. The managing officer and voting members of FLCO, and the managing officer and voting members of NYCO have unanimously approved this Agreement and declared that it is advisable and in the best interests of FLCO and NYCO and their respective equity holders to consummate the transactions provided for herein, pursuant to which, subject to the terms and conditions set forth herein, NYCO will merge with and into FLCO, with FLCO as the surviving limited liability company (the "Merger").

B. At the Effective Time, each outstanding percentage of equity interest of NYCO will be converted into the right to receive the Merger Consideration in accordance with and subject to the terms of this Agreement.

C. The parties desire to make certain representations, warranties and agreements in connection with this Agreement and the transactions contemplated hereby.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective covenants, agreements, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the satisfaction or waiver of the conditions set forth in this Agreement, and in accordance with the FRLLCA and the NYSLLCL, at the Effective Time, NYCO shall merge with and into FLCO. FLCO shall continue as the surviving limited liability company (the "Surviving Company"), and the separate existence of FLCO, with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. Upon consummation of the Merger, the separate corporate existence of NYCO shall terminate.

Section 1.2 Effective Time. The parties shall cause the Merger to be consummated by filing with (i) the Florida Division of Corporations a Certificate of Merger in such form as is required by and executed in accordance with the FRLCA and (ii) a Certificate of Merger (in accordance with Section 1003 of the NYLLCL) with the New York Department of State Division of Corporations, State Records and Uniform Commercial Code. The Merger shall become effective when the Certificate of Merger has been filed with the Florida Division of Corporations (the "Effective Time"). Prior to the filings referred to in this Section 1.2, a closing (the "Closing") shall be held via electronic transmission of documents, or such other place as the parties may agree, on the date hereof, 12 p.m. on the date on which the Closing takes place is referred to herein as the "Closing Date." For all Tax purposes, the Closing shall be effective at the Effective Time.

Section 1.3 Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in this Agreement and in the appropriate provisions of the FRLCA and NYLLCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the Surviving Company shall possess all the rights, privileges, powers and franchises, and be subject to all of the restrictions and duties of NYCO and FLCO, as provided under Section 605.1025 of the FRLCA.

Section 1.4 Articles of Organization of FLCO. At the Effective Time, the Articles of Organization of FLCO, as in effect immediately prior to the Effective Time, shall continue to be the Articles of Organization of FLCO without alteration.

Section 1.5 Operating Agreement of FLCO. At the Effective Time, the Operating Agreement of FLCO, as in effect immediately prior to the Effective Time, shall continue to be the Operating Agreement of FLCO without alteration.

Section 1.6 Officers of the Surviving Company. From and after the Effective Time, the officers of FLCO shall continue as the officers of FLCO, until their respective successors are duly elected and qualified. On the Closing Date, NYCO shall deliver to FLCO evidence satisfactory to FLCO of the resignations of the officers of NYCO, such resignations to be effective as of the Effective Time.

ARTICLE II

CONVERSION OF SECURITIES

Section 2.1 Merger Consideration; Exchange Ratio; Conversion of Equity. At the Effective Time, by virtue of the Merger and without any action on the part of FLCO or NYCO or their respective members:

(a) Each one percent (1%) of equity interests in NYCO outstanding immediately prior to the Effective Time shall be converted into an equivalent percentage of validly issued, fully paid and non-assessable equity interests of the same class in FLCO (the "Merger Consideration").

(b) Restrictive Legends. The equity interests of FLCO to be issued pursuant to Section 2.1 have not been registered and shall be characterized as "restricted securities" under

the federal securities Laws, and under such Laws such shares may be resold without registration under the Securities Act only in certain limited circumstances. Each certificate evidencing equity interests of FLCO to be issued pursuant to this Agreement shall have a restrictive legend to that effect, as follows:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR THE SECURITIES COMMISSION OF ANY STATE SECURITIES COMMISSION. THESE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT AND IN COMPLIANCE WITH ALL APPLICABLE STATE SECURITIES OR BLUE SKY LAWS. IN THE ABSENCE OF SUCH REGISTRATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE TRANSFERRED WITHOUT AN EXEMPTION UNDER THE SECURITIES ACT OR AN OPINION OF LEGAL COUNSEL ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF THAT CERTAIN OPERATING AGREEMENT BY AND AMONG THE COMPANY AND ITS MEMBERS. COPIES OF SUCH OPERATING AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE MANAGING OFFICER OF THE COMPANY.

The Company will furnish without charge to each equity holder who so requests a copy of the Operating Agreement dated January 13, 2025. Such request may be made to the Company's Managing Officer.

Keep this certificate in a safe place. If it is lost, stolen or destroyed, the Company may require a bond or indemnity as a condition to the issuance of a replacement certificate.

ARTICLE III

MISCELLANEOUS

Section 3.1 Counterparts. This Agreement may be executed in counterparts, delivered in person or by facsimile, which together shall constitute one and the same Agreement. The parties may execute more than one copy of the Agreement, each of which shall constitute an original.

Section 3.2 Entire Agreement. This Agreement (including the exhibits, schedules, documents and the instruments referred to herein) constitutes the entire agreement among the parties and supersedes all prior agreements and understandings, agreements or representations by or among the parties, written and oral, with respect to the subject matter hereof and thereof. This Agreement may not be amended except by a written agreement executed by FLCO and NYCO.

Section 3.3 Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to create any third-party beneficiaries.

Section 3.4 Governing Law; Venue.

(a) Except to the extent that the Laws of the jurisdiction of organization of any party hereto, or any other jurisdiction, are mandatorily applicable to the Merger or to matters arising under or in connection with this Agreement, this Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws rules. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any state or federal court sitting in Lee County, Florida.

Section 3.5 Specific Performance. The transactions contemplated by this Agreement are unique. Accordingly, each party acknowledges and agrees that, in addition to all other remedies to which it may be entitled, each party hereto is entitled to a decree of specific performance, provided such party is not in material default hereunder.

Section 3.6 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 3.7 Severability. The invalidity or unenforceability in whole or in part of any covenant, promise or undertaking, or any section, subsection, sentence, clause, phrase, word, or any of the provisions of this Agreement will not affect the validity or enforceability of the remaining portions of this Agreement. If for any reason, any provision is determined to be invalid or in conflict with any existing, or future Law or regulation by a court or agency having valid jurisdiction, such will not impair the operation or have any other effect upon such other provisions of this Agreement as may remain otherwise valid, and the latter will continue to be given full force and effect and bind the parties hereto.

Section 3.8 Binding Authority. FLCO certifies that its participation in the Merger is permitted by the laws of Florida, including the FRLICA, and was duly authorized as required by the laws of Florida, including the FRLICA, and that FLCO has complied with all such laws, including the FRLICA, in their entirety. NYCO certifies that its participation in the merger was approved by all necessary action in accordance with the provisions of the NYSLLCL. This Agreement and the Merger to be affected thereby was approved by the equity holders of both FLCO and NYCO on February 5, 2025.

ARTICLE IV

DEFINITIONS

"Agreement" has the meaning set forth in the Preamble.

"Certificate of Merger" means the certificate of merger to be filed with the Florida Division of Corporations to effect the Merger in accordance with the FRLCA.

"Closing" has the meaning set forth in Section 1.2.

"Closing Date" has the meaning set forth in Section 1.2.

"Effective Time" has the meaning set forth in Section 1.2.

"FLCO" has the meaning set forth in the preamble.

"Florida Secretary of State" means the Secretary of State of the State of Florida.

"FRLCA" means the Florida Revised Limited Liability Company Act.

"Law" means any foreign, federal, state or local law (including common law), statute, code, ordinance, rule, regulation or other requirement.

"Merger" has the meaning set forth in the recitals of this Agreement.

"Merger Consideration" has the meaning set forth in Section 2.1(b).

"NYCO" has the meaning set forth in the Preamble.


"NYSLCL" means the New York State Limited Liability Company Law.

"Surviving Company" has the meaning set forth in Section 1.1.

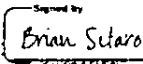
[Signature Page Follows]

IN WITNESS WHEREOF, FLCO and NYCO have signed this Agreement as of the respective dates set forth below.

Broadburst Interactive Network LLC, a Florida limited liability company

By: 
Name: Benjamin Tucker
Title: Managing Officer
Date: February 6, 2025

Broadburst Interactive Network LLC, a New York limited liability company

By: 
Name: Brian Setaro
Title: Managing Officer
Date: February 6, 2025

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