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Michael G. Adams
Kentucky Secretary of State
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**ARTICLES OF MERGER
OF
STRATEGIC WEALTH DESIGNERS LLC, A KENTUCKY LLC**

**WITH AND INTO
STRATEGIC WEALTH DESIGNERS LLC, A FLORIDA LLC**

Pursuant to the provisions of Kentucky Revised Statutes 273.293 and 273.287, and Sections 617.1101 to 617.1107 of the Florida Not For Profit Corporation Act, the undersigned entities ("Constituent Entities") hereby adopt the following Articles of Merger for the purpose of merging STRATEGIC WEALTH DESIGNERS LLC, a Kentucky limited liability company, ("SWD Kentucky"), with and into STRATEGIC WEALTH DESIGNERS LLC, a Florida limited liability company ("SWD Florida"), which shall be the surviving entity in the Merger.

- FIRST:** The Agreement and Plan of Merger, duly authorized and approved by each of the Constituent Entities, is attached hereto as Exhibit A ("Plan of Merger") and is hereby incorporated by reference herein as a part of these Articles of Merger.
- SECOND:** The Plan of Merger was adopted and approved by the Manager of SWD Kentucky, evidenced by the signature of the Manager below.
- THIRD:** The Plan of Merger was adopted and approved by the Manager of SWD Florida, evidenced by the signature of the Manager below.

Dated: As of November 11, 2024

**STRATEGIC WEALTH DESIGNERS LLC, A
KENTUCKY LIMITED LIABILITY COMPANY**

By: _____

Matthew Dicken

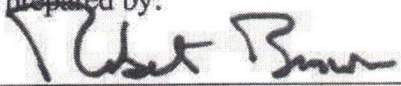
Title: Manager
(SWD Kentucky)

**STRATEGIC WEALTH DESIGNERS LLC, A FLORIDA
LIMITED LIABILITY COMPANY**

By: 
Matthew Dicken

Title: Manager
("SWD Florida")

The foregoing instrument
was prepared by:


Robert Brown
Lynch, Cox, Gilman & Goodman, P.S.C.
500 West Jefferson Street, Suite 2100
Louisville, Kentucky 40202
502/589-4215

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the ____ day of ____ 2024, by and between (i) **STRATEGIC WEALTH DESIGNERS LLC.**, a Florida limited liability company ("SWD Florida"), and (ii) **STRATEGIC WEALTH DESIGNERS LLC.**, a Kentucky limited liability company ("SWD Kentucky").

1. MERGER.

1.1 Merger of SWD Kentucky With and Into SWD Florida. Subject to the terms and conditions of this Agreement, SWD Kentucky shall be merged with and into SWD Florida ("Merger"), effective as of the later of (i) 12:00:01 a.m. on ____, 2024, or (ii) the filing of appropriate Articles of Merger with the Florida Secretary of State, and the filing of Articles of Merger with the Kentucky Secretary of State ("Effective Time"). At the Effective Time, the separate existence of SWD Kentucky as a corporation shall thereupon cease; and SWD Florida shall be the surviving entity in the merger ("Surviving Corporation"). The Surviving Corporation shall be named STRATEGIC WEALTH DESIGNERS LLC. The separate existence of the Surviving Corporation, with all its purposes, objects, rights, privileges, powers, franchises and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the laws of the Commonwealth of Kentucky and State of Florida.

1.2 Effect of Merger. At and after the Effective Time:

(a) The Surviving Corporation shall possess all of the respective rights, privileges, powers, franchises and interests of SWD Kentucky in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, the Surviving Corporation by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against SWD Kentucky may be continued as if the Merger did not occur, or the Surviving Corporation may be substituted in the proceeding for SWD Kentucky in such action or proceeding.

(b) The Surviving Corporation shall be liable for all liabilities of SWD Kentucky, and all debts, liabilities, obligations and contracts of SWD Kentucky, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account or records of SWD Kentucky, shall be those of the Surviving Corporation, and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of the Surviving Corporation shall be preserved unimpaired.

1.3 Additional Actions. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of SWD Kentucky acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement,

SWD Kentucky and the proper officers and directors of SWD Kentucky shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and (c) otherwise carry out the purposes of this Agreement. The President of the Surviving Corporation is fully authorized in the name of the Surviving Corporation or otherwise to take any and all such actions.

2. MISCELLANEOUS.

2.1 Captions, Sections References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

2.2 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

2.3 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

2.4 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

2.5 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Florida without regard to its conflict of laws rules.

2.6 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

STRATEGIC WEALTH DESIGNERS LLC., a
Florida Limited Liability Company

By: 
Matthew Dicken

Title: Manager
("SWD Florida")

STRATEGIC WEALTH DESIGNERS LLC., a
Kentucky Limited Liability Company

By: 
Matthew Dicken

Title: Manager
("SWD Kentucky")