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kdcoleman
MRGMichael G. Adams
Kentucky Secretary of State
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**ARTICLES OF MERGER
OF
EXTRAKT PROCESS SOLUTIONS, LLC,
A KENTUCKY LIMITED LIABILITY COMPANY,
WITH AND INTO
EXTRAKT PROCESS SOLUTIONS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

Pursuant to Section 360 of the Kentucky Limited Liability Company Act (the “**KLLCA**”), Extrakt Process Solutions, LLC, a Delaware limited liability company (“**Extrakt Delaware**”), hereby delivers to the Secretary of State of the Commonwealth of Kentucky these Articles of Merger for the purpose of merging Extrakt Process Solutions, LLC, a Kentucky limited liability company (“**Extrakt Kentucky**”), with and into Extrakt Delaware.

1. The name and jurisdiction of formation of each constituent business entity which is to merge are: (a) Extrakt Process Solutions, LLC, which was organized as a limited liability company under the laws of the Commonwealth of Kentucky; and (b) Extrakt Process Solutions, LLC, which was organized as a limited liability company under the laws of the State of Delaware.

2. The name of the surviving business entity is “Extrakt Process Solutions, LLC.”

3. The Agreement and Plan of Merger (the “**Plan of Merger**”) is attached hereto as **Exhibit A** and made a part hereof. Pursuant to the Plan of Merger, Extrakt Kentucky will merge with and into Extrakt Delaware in accordance with the laws of the Commonwealth of Kentucky and with the laws of the State of Delaware.

4. The Plan of Merger was duly authorized and approved by each constituent business entity in accordance with Section 350 of the KLLCA as follows:

(a) The Plan of Merger was approved by the sole Manager of Extrakt Kentucky by written consent, and by Members of Extrakt Kentucky by written consent, who hold 6,605,626 Common Shares and 2,769,374 Preferred Units which was sufficient to approve the Plan of Merger on behalf of Extrakt Kentucky.

(b) The Plan of Merger was approved by the Board of Directors of Extrakt Delaware by written consent, and by the holder of all outstanding Common Units of Extrakt Delaware, by written consent, which constituted all of the units of Extrakt Delaware entitled to vote on the Plan of Merger, and which was sufficient to approve the Plan of Merger on behalf of Extrakt Delaware.

5. As the surviving entity, Extrakt Delaware:

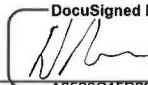
(a) Agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of Extrakt Kentucky, as well as for enforcement of any obligation of the surviving business entity arising from the merger; and

(b) Appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any such proceeding, with a copy of any such process mailed to the surviving entity at: Extrakt Process Solutions, LLC, Attn: William R. Florman, 140 Turner Court, Bowling Green, KY 42101.

6. The effective date and time of these Articles of Merger is 11:59 p.m. on March 28, 2023.

IN WITNESS WHEREOF, each constituent business entity has caused these Articles of Merger to be executed by an authorized individual as of the date set forth above.

EXTRAKT PROCESS SOLUTIONS, LLC,
a Kentucky limited liability company

By:  DocuSigned by:
A3520C15D22742E...
William R. Florman, Manager

EXTRAKT PROCESS SOLUTIONS, LLC,
a Delaware limited liability company

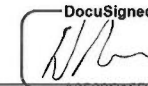
By:  DocuSigned by:
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William R. Florman, Chief Executive Officer

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

**AGREEMENT AND PLAN OF MERGER
OF
EXTRAKT PROCESS SOLUTIONS, LLC,
A KENTUCKY LIMITED LIABILITY COMPANY,
WITH AND INTO
EXTRAKT PROCESS SOLUTIONS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

This Agreement and Plan of Merger (this “*Agreement*”) is made as of March 28, 2023, by and among Extrakt Process Solutions, LLC, a Kentucky limited liability company (“*Extrakt Kentucky*”), and Extrakt Process Solutions, LLC, a Delaware limited liability company (“*Extrakt Delaware*”). Extrakt Kentucky and Extrakt Delaware are referred to herein as the “*Parties*.”

WHEREAS, the sole Manager of Extrakt Kentucky and the Board of Directors of Extrakt Delaware (the “*Board*”), respectively, have determined that it is advisable and generally to the advantage and welfare of the Parties and their respective Members that Extrakt Kentucky merge with and into Extrakt Delaware under the provisions of the Kentucky Limited Liability Company Act (the “*KLLCA*”) and the Delaware Limited Liability Company Act (the “*DLLCA*”);

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual agreements herein and of the mutual benefits hereby provided, it is agreed by and between the Parties as follows:

**Section 1
MERGER**

1.1. **Constituent Entities.** The constituent business entities that are to merge are (a) Extrakt Process Solutions, LLC, a Kentucky limited liability company, and (b) Extrakt Process Solutions, LLC, a Delaware limited liability company.

1.2. **Merger.** In accordance with the provisions of this Agreement, the KLLCA and the DLLCA, Extrakt Kentucky will merge with and into Extrakt Delaware (the “*Merger*”), the separate existence of Extrakt Kentucky will cease and Extrakt Delaware will be the surviving entity (the “*Surviving Entity*”) and the name of the Surviving Entity is “Extrakt Process Solutions, LLC.”

1.3. **Filing and Effectiveness.** The effectiveness of the Merger is conditioned upon the completion of the following actions:

(a) Adoption and approval of this Agreement and the Merger by the Board and Sole Member of Extrakt Delaware, and by the Manager and Members of Extrakt Kentucky in accordance with the requirements of the KLLCA and the DLLCA;

(b) Filing the effective and executed Articles of Merger with the Secretary of State of the Commonwealth of Kentucky; and

(c) Filing the effective and executed Certificate of Merger with the Secretary of State of the State of Delaware.

Subject to the foregoing, the Merger shall become effective at 11:59 p.m. on March 28, 2023 (the “*Effective Time*”).

1.4. **Effect of the Merger.** At the Effective Time, the separate existence of Extrakt Kentucky will cease and Extrakt Delaware, as the Surviving Entity, will: (a) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time; (b) succeed, without other transfer, to all of the assets, rights, powers and property of Extrakt Kentucky in the manner more fully set forth in the KLLCA and the DLLCA; (c) continue to be subject to all of the debts, liabilities and obligations of Extrakt Delaware as constituted immediately prior to the Effective Time; and (d) succeed, without other transfer, to all of the debts, liabilities and obligations of Extrakt Kentucky in the same manner as if Extrakt Delaware had itself incurred them, all as more fully provided under the applicable provisions of the KLLCA and the DLLCA.

Section 2 CERTIFICATE; DIRECTORS AND OFFICERS

2.1. **Certificate of Formation.** In connection with the Merger, the Certificate of Formation of Extrakt Delaware as in effect immediately prior to the Effective Time will continue in full force and effect immediately after the Effective Time as the Certificate of Formation of the Surviving Entity, until duly amended in accordance with the provisions thereof and applicable law. No changes to Extrakt Delaware’s Certificate of Formation are desired to be effected by the Merger.

2.2. **Directors and Officers.** The Directors and Officers of Extrakt Delaware immediately prior to the Effective Time will be the Directors and Officers of the Surviving Entity until their successors are duly elected and qualified, or as otherwise provided by law or by the Certificate of Formation or Limited Liability Company Agreement of the Surviving Entity.

Section 3 MANNER OF CONVERSION OF UNITS

3.1. **Extrakt Kentucky Units.** Upon the Effective Time, by virtue of the Merger and without any action by the Parties: (a) each Common Unit of Extrakt Kentucky held by each Member of Extrakt Kentucky immediately prior to the Effective Time shall be converted into one Common Unit of Extrakt Delaware; and (b) each Preferred Unit of Extrakt Kentucky held by each Member of Extrakt Kentucky immediately prior to the Effective Time shall be converted into one Preferred Unit of Extrakt Delaware

3.2. **Extrakt Delaware Units.** Upon the Effective Time, by virtue of the Merger and without any action by the Parties each Common Unit of Extrakt Delaware held by Extrakt Kentucky immediately prior to the Effective Time shall be cancelled.

Section 4 MISCELLANEOUS

4.1. **Further Assurances.** From time to time, as and when required by Extrakt Delaware or by its successors or assigns, Extrakt Kentucky will execute and deliver such deeds and other instruments, and Extrakt Kentucky will take or caused to be taken such further actions, as are appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Extrakt Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Extrakt Kentucky, and otherwise to carry out the purposes of this Agreement. The Officers and Directors of Extrakt Delaware are fully authorized in the name and on behalf of Extrakt Kentucky or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2. **Registered Office.** The registered office of the Surviving Entity in the State of Delaware is located at 108 Lakeland Avenue, in the City of Dover, County of Kent, Delaware 19901. Capitol Services, Inc. is the registered agent of the Surviving Entity at such address.

4.3. **Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Entity, and copies thereof will be furnished to any Member of either Party, upon request and without cost.

4.4. **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

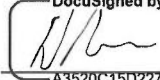
4.5. **Counterparts; Electronic Delivery.** This Agreement may be executed in any number of counterparts, each of which is deemed an original and all of which together constitute one instrument. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4.6. **Amendment; Termination.** Prior to the filing of the executed Certificate of Merger with the Secretary of State of the State of Delaware and the executed Articles of Merger with the Secretary of State of the Commonwealth of Kentucky, this Agreement may be terminated at any time by the written consent of both the Board of Directors of Extrakt Delaware and the sole Manager of Extrakt Kentucky, whether before or after approval by the Members of Extrakt Delaware or the Members of Extrakt Kentucky.

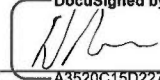
[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement and Plan of Merger as of the date first set forth above.

EXTRAKT PROCESS SOLUTIONS, LLC,
a Kentucky limited liability company

By:  DocuSigned by:
A3520C15D22742E...
William R. Florman, Manager

EXTRAKT PROCESS SOLUTIONS, LLC,
a Delaware limited liability company

By:  DocuSigned by:
A3520C15D22742E...
William R. Florman, Chief Executive Officer

Signature Page to Agreement and Plan of Merger