

ARTICLES OF MERGER
OF
BESSLER BUYER CORP.
INTO
BESSLER IMPORT AUTO SALES, INC.


Pursuant to the provisions of Section 271B.11-050 of the Kentucky Business Corporation Act, the undersigned surviving corporation adopts the following Articles of Merger, effective as of February 1, 2023:

1. The plan of merger is set forth in the Agreement and Plan of Merger by and between BESSLER IMPORT AUTO SALES, INC., a Kentucky corporation (the “**Surviving Corporation**”), and BESSLER BUYER CORP., a Delaware corporation (the “**Disappearing Corporation**”), which is attached hereto as Exhibit A.
2. The Agreement and Plan of Merger was approved and consented to in writing by the sole stockholder of the Surviving Corporation. The total number of issued and outstanding shares of the Surviving Corporation is 1,000. The total number of issued and outstanding shares entitled to vote and voting for the plan of merger is 100 shares of common stock, no par value. All shares voted in favor of the plan of merger.
3. The Agreement and Plan of Merger was approved and consented to in writing by the sole stockholder of the Disappearing Corporation. The total number of issued and outstanding shares of the Disappearing Corporation is 100. The total number of issued and outstanding shares entitled to vote and voting for the plan of merger is 100 shares of common stock, no par value. All shares voted in favor of the plan of merger.
4. The Agreement and Plan of Merger shall take effect upon the effective date of the Articles of Merger.

[Signature page follows]

SIGNATURE PAGE TO ARTICLES OF MERGER (KY)

BESSLER IMPORT AUTO SALES, INC.

By: 
Name: William Westerman
Title: President and Chief Executive Officer

BESSLER BUYER CORP.


By: 
Name: William Westerman
Title: President and Chief Executive Officer

Exhibit A

Agreement and Plan of Merger

**AGREEMENT AND PLAN OF MERGER
BETWEEN
BESSLER BUYER CORP.
AND
BESSLER IMPORT AUTO SALES, INC.**

This AGREEMENT AND PLAN OF MERGER (this “*Agreement*”) is made and entered into as of February 1, 2023, by and between Bessler Buyer Corp., a Delaware corporation (“*Buyer Corp*”), and Bessler Import Auto Sales, Inc., a Kentucky corporation (“*Bessler Import*”).

Recitals

WHEREAS, the Board of Directors of Buyer Corp and the Board of Directors of Bessler Import have determined that it is advisable and in the best interests of Buyer Corp and Bessler Import, respectively, to merge Buyer Corp with and into Bessler Import, with Bessler Import being the surviving corporation of the merger (the “*Merger*”), pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I: Merger

Section 1.1 The Merger. After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, and subject to the applicable provisions of the General Corporation Law of the State of Delaware (the “*DGCL*”) and the Kentucky Business Corporation Act of the Commonwealth of Kentucky (“*KBCA*”), Buyer Corp will merge with and into Bessler Import, and Bessler Import shall file the Articles of Merger with the Secretary of State of the Commonwealth of Kentucky (the “*Secretary of State*”) in accordance with the provisions of the KBCA and shall make all other filings or recordings required by Kentucky law in connection with the Merger. The Merger shall become effective upon the filing of such Articles of Merger with the Secretary of State or at such later time as may be provided for in such Articles of Merger (the “*Effective Time*”). Upon the Effective Time, the separate corporate existence of Buyer Corp shall cease, and Bessler Import shall be the surviving corporation of the Merger (the “*Surviving Corporation*”).

Section 1.2 Conditions to the Merger. The respective obligation of each party hereto to effect the Merger is subject to the satisfaction of the following conditions:

(a) This Agreement shall have been adopted by the sole stockholder of Buyer Corp in accordance with the requirements of the DGCL and the certificate of incorporation and bylaws of Buyer Corp; and

(b) This Agreement shall have been adopted by the sole stockholder of Bessler Import in accordance with the requirements of the KBCA and the certificate of incorporation and bylaws of Bessler Import.

Section 1.3 Transfer, Conveyance, and Assumption. At the Effective Time, Bessler Import shall continue in existence as the Surviving Corporation and, without further transfer, succeed to and possess all rights, privileges, powers and franchises of Buyer Corp, and all of the assets and property of whatever kind and character of Buyer Corp shall vest in Bessler Import, as the Surviving Corporation, without further deed; thereafter, Bessler Import, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of Buyer Corp, and any claim or judgment against Buyer Corp may be enforced against Bessler Import, as the Surviving Corporation, in accordance with the KBCA.

Section 1.4 Certificate of Incorporation; Bylaws.

(a) The certificate of incorporation of Bessler Import in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Corporation on and after the Effective Time.

(b) The bylaws of Bessler Import in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation on and after the Effective Time.

Section 1.5 Directors and Officers of the Surviving Corporation. The directors and officers of Bessler Import immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation on and after the Effective Time.

Article II: Treatment of Stock

Section 2.1 Cancellation of Buyer Corp Stock.

(a) Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder of any outstanding share of common stock, par value \$0.001 per share, of Buyer Corp (the “***Buyer Corp Stock***”), each share of Buyer Corp Stock issued and outstanding immediately prior to the Effective Time shall be cancelled for no additional consideration.

Section 2.2 Continuation of Bessler Import Stock.

(a) Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder of any outstanding share of common stock, par value \$1.00 per share, of Bessler Import (the “***Bessler Import Stock***”), each share of Bessler Import Stock issued and outstanding immediately prior to the Effective Time shall remain unchanged and continue to remain outstanding as one (1) share of common stock of the Surviving Corporation.

Article III: Representations and Warranties

Section 3.1 Representations and Warranties of Buyer Corp. Buyer Corp represents and warrants that it:

(a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c) is not in violation of any provisions of its certificate of incorporation or bylaws; and

(d) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the sole stockholder of Buyer Corp in accordance with the DGCL and the certificate of incorporation and bylaws of Buyer Corp, consummate the Merger and the other transactions contemplated by this Agreement.

Section 3.2 Representations and Warranties of Bessler Import. Bessler Import represents and warrants that it:

(a) is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted;

(b) is duly qualified to do business as a foreign person, and is in good standing, in each jurisdiction where the character of its properties or the nature of its activities make such qualification necessary;

(c) is not in violation of any provisions of its certificate of incorporation or bylaws; and

(d) has full corporate power and authority to execute and deliver this Agreement and, assuming the adoption of this Agreement by the sole stockholder of Bessler Import in accordance with the KBCA and the certificate of incorporation and bylaws of Bessler Import, consummate the Merger and the other transactions contemplated by this Agreement.

Article IV: Termination

Section 4.1 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned for any reason whatsoever by the Board of Directors of Buyer Corp or the Board of Directors of Bessler Import, notwithstanding the adoption of this Agreement by the stockholders of Buyer Corp or Bessler Import.

Article V: Further Assurances

Section 5.1 Further Assurances of Buyer Corp. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further

assignment, conveyance or assurance in law or any other acts are necessary or desirable to (i) vest, perfect or confirm in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Buyer Corp 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, Buyer Corp and its proper officers shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to 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 otherwise carry out the purposes of this Agreement; and the officers and directors of the Surviving Corporation are fully authorized in the name of Buyer Corp or otherwise to take any and all such action.

Article VI: Miscellaneous

Section 6.1 Amendment. At any time prior to the Effective Time, this Agreement may be amended, modified or supplemented by the Board of Directors of Buyer Corp and the Board of Directors of Bessler Import, whether before or after the adoption of this Agreement by the stockholders of Buyer Corp and Bessler Import; provided, however, that after any such adoption, there shall not be made any amendment that by law requires the further approval by such stockholders of Buyer Corp or Bessler Import without such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of Buyer Corp and Bessler Import.

Section 6.2 No Waivers. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 6.3 Assignment; Third Party Beneficiaries. Neither this Agreement nor any right, interest or obligation hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the parties hereto.

Section 6.4 Governing Law. This Agreement shall in all respects be interpreted by, and construed, interpreted and enforced in accordance with and pursuant to the laws of the State of Delaware.

Section 6.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


Section 6.6 Entire Agreement. This Agreement and the documents referred to herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof, and are intended as a complete and exclusive statement of the terms and

conditions of that agreement, and there are no other agreements or understandings, written or oral, among the parties, relating to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, written or oral, among the parties with respect to the subject matter hereof.


[signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

BESSLER BUYER CORP.

By: 
Name: William Westerman
Title: President and Chief Executive Officer

BESSLER IMPORT AUTO SALES, INC.

By: 
Name: William Westerman
Title: President and Chief Executive Officer