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Michael G. Adams  
Kentucky Secretary of State  
Received and Filed:  
12/14/2023 9:51 AM  
Fee Receipt: \$50.00

ARTICLES OF MERGER

The following Articles of Merger are hereby executed and adopted as of the 13<sup>th</sup> day of December, 2023, by the undersigned entities, pursuant to Chapter 275 of the Kentucky Revised Statutes (the "Act"), for the purpose of merging (the "Merger") Direct Business Technologies LLC, a Kentucky limited liability company (the "Merging Company"), with and into DBT Support, LLC, an Indiana limited liability company (the "Surviving Company").

1. The name and jurisdiction of formation or organization of each constituent entity which is to merge hereunder are as follows: **DIRECT BUSINESS TECHNOLOGIES LLC**, a Kentucky limited liability company, and **DBT SUPPORT, LLC**, an Indiana limited liability company.

2. The Merging Company hereby merges with and into the Surviving Company pursuant to the terms and conditions of the Agreement and Plan of Merger (the "Plan") dated as of the 13<sup>th</sup> day of December, 2023 by and between the Merging Company and Surviving Company. The Plan is attached hereto as Exhibit A and incorporated herein in its entirety. The Plan was duly authorized and approved by the Merging Company and Surviving Company pursuant to KRS §275.350 in the manner and by the vote required by the laws applicable to such entity.

3. The name of the surviving business entity in the Merger is DBT Support, LLC.

4. Pursuant to KRS §275.355(2)(d), no changes to the articles of organization of DBT Support, LLC are desired to be effected by the Merger.

5. The Plan and Merger were duly authorized and approved by Merging Company and Surviving Company in accordance with KRS §275.350.

6. The Plan and Merger were duly authorized and approved by the Surviving Company in accordance with KRS §275.350 and the Indiana Business Flexibility Act, IC 23-18, *et. seq.* (the "Indiana Act"). The manner of adoption of the Plan and Merger by Surviving Company constitutes full legal compliance with the provisions of the Indiana Act.

7. Surviving Company agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of Merging Company, as well as for enforcement of any obligation of Surviving Company arising from the Merger. Surviving Company appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any such proceeding. A copy of any such process shall be mailed by the Secretary of State to the Surviving Company at the following address: DBT Support, LLC, 6226 Breeze Hill Road, Crestwood, KY 40014.


8. The effective date and time of the Merger shall be 11:59 p.m. on December 18, 2023.

[Signature page(s) follow]

Each of the undersigned parties has duly executed these Articles of Merger as of the date first above written.

*"SURVIVING COMPANY"*

DBT SUPPORT, LLC,  
a Indiana limited liability company


By:   
Justin Mirsky, Manager

*"MERGING COMPANY"*

DIRECT BUSINESS TECHNOLOGIES LLC,  
a Kentucky limited liability company

By:   
Justin Mirsky, Member

This instrument was prepared by:

  
\_\_\_\_\_

Daniel M. Walter, Esq.  
VICE COX & TOWNSEND PLLC  
2303 River Road, Suite 301  
Louisville, KY 40206  
(502) 290-1272

**EXHIBIT A**  
**Agreement and Plan of Merger**

See attached.

## AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “Plan”) is made and entered into on the 13<sup>th</sup> day of December, 2023, by and between Direct Business Technologies LLC, a Kentucky limited liability company (the “Merging Company”), and DBT Support, LLC, an Indiana limited liability company (the “Surviving Company”).

WHEREAS, the members and managers of the Merging Company and Surviving Company have determined that it is in the best interests of their respective companies and their members to consummate the merger provided for herein (the “Merger”) in which the Merging Company will, subject to the terms and conditions set forth herein, merge with and into the Surviving Company so that the Surviving Company is the surviving entity in the merger; and

WHEREAS, the members and managers of the Merging Company and the Surviving Company have approved and adopted this Plan and the Merger;

WHEREAS, the parties hereto do hereby agree upon the following Plan of Merger in consideration of the representations, warranties and agreements made in connection with the Merger, each party intending to be legally bound hereby.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual agreements contained in this Plan, the parties to this Plan hereby agree as follows:

### ARTICLE I MERGER

Section 1.1 Merger. At the Effective Time (as defined below) and upon the terms and conditions set forth in this Plan, the Merging Company shall be merged with and into the Surviving Company and the separate existence of the Merging Company shall thereupon cease. The Surviving Company shall be the surviving entity in the Merger, and the separate existence of the Surviving Company, with all rights, privileges, immunities, powers, and limited liability shall continue unaffected by the Merger. The Merger shall have the effects specified in Chapter 275 of the Kentucky Revised Statutes (collectively, the “Kentucky Act”), and the Indiana Business Flexibility Act, IC 23-18, *et. seq.* (the “Indiana Act”). Following the Merger, the Surviving Company and its members shall continue to have limited liability as and to the extent set forth in the Indiana Act.

Section 1.2 Effective Time of Merger. The Merging Company and the Surviving Company shall cause Articles of Merger (the “Articles of Merger”) to be executed and filed with the Secretary of State of the Commonwealth of Kentucky as provided in the Kentucky Act and the Secretary of State of the State of Indiana as provided in the Indiana Act. The Merger shall be effective at and as of 11:59 p.m. on December 18, 2023 (the “Effective Time”).

## ARTICLE II

### ARTICLES OF INCORPORATION AND BYLAWS; EFFECTS OF MERGER

Section 2.1 Articles of Organization. At the Effective Time, (a) the articles of organization of the Surviving Company in effect immediately prior to the Effective Time shall be the articles of organization of the Surviving Company (the "Articles of Organization"), until thereafter amended as provided in the Articles of Organization or by applicable law, and (b) the operating agreement of the Surviving Company in effect immediately prior to the Effective Time shall be the operating agreement of the Surviving Company, until thereafter amended as provided in the Articles of Organization, such operating agreement or by applicable law. No changes to the Articles of Organization are desired to be effected by the Merger.

Section 2.2 Certain Effects of Merger. When the Merger contemplated hereby becomes effective, the separate existence of the Merging Company shall cease and be merged into the Surviving Company, and the Surviving Company, without further action, shall succeed to and shall possess and enjoy all the rights, privileges, immunities, powers and franchises, and be subject to all the restrictions, disabilities, and liabilities of the Merging Company and all property, real, personal, and mixed, and all debts of the Merging Company on whatever account, and all other things in action and all and every other interest, of or belonging to or due to the Merging Company shall be taken and transferred to and vested in the Surviving Company as effectually as they were vested in the Merging Company; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of the Merging Company; and the title to any real estate or any interest therein and to any other property, whether vested by deed or otherwise, under the laws of the Commonwealth of Kentucky or any other jurisdiction, vested in the Merging Company, shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of the Merging Company shall be preserved and unimpaired, and all debts, liabilities, and duties of the Merging Company shall thenceforth attach to the Surviving Company, and may be enforced against it to the same extent as if they had been incurred or contracted by it and the Surviving Company shall thenceforth be responsible and liable for all the liabilities, obligations, and debts of the Merging Company. At any time after the Effective Time, the last acting members and managers of the Merging Company and the Surviving Company, as applicable, may, in the name of such entity, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Company may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Company title to and possession of the Merging Company's property, rights, privileges, immunities and powers, and otherwise to carry out the purposes of this Plan.

Section 2.3 Tax Consequences. It is intended that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"). It is further intended that the Merger will not have any present tax consequences to the Merging Company, Surviving Company or their respective members.

Section 2.4 Bank Accounts. All bank, brokerage or other accounts of the Merging Company shall survive the Effective Time of the Merger, and all such accounts shall be changed to the Surviving Company.

### ARTICLE III EXCHANGE OF INTERESTS

Section 3.1 Merger Consideration and Exchange of Interests. At the Effective Time, as a result of the Merger and without any action on the part of the holder of any ownership interest in the Merging Company or Surviving Company: Upon the terms and subject to the conditions set forth in this Plan, each unit of membership interest in the Merging Company outstanding immediately prior to the Effective Time shall, in consideration of the Merger, be exchanged for one unit of membership interest in the Surviving Company. At the Effective Time, each member of the Merging Company immediately prior to the Effective Time shall be admitted as a member of the Surviving Company.

#### Section 3.2 Exchange Procedures.

(a) Immediately after the Effective Time, each holder of a membership interest in the Merging Company shall cease to have any rights as an interest holder of the Merging Company, except as may be provided in this Plan. To the extent represented by a certificate, each such holder of a membership interest in the Merging Company, upon proper surrender of such holder's certificate for cancellation to the Surviving Company, shall receive promptly in exchange for each such certificate a certificate for the appropriate number of units in the Surviving Company, as provided by this Plan. Pending such surrender and exchange, such holder's certificate or certificates for a membership interest in the Merging Company shall be deemed for all purposes, by virtue of the Merger, and without any action on the part of the holder thereof, to evidence such holder's right to receive units in the Surviving Company, as provided by this Plan.

(b) If any certificate representing a membership interest of the Merging Company shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen, or destroyed and, if required by the Surviving Company, the posting by such person of a bond, in such reasonable amount as the Surviving Company may direct, as indemnity against any claim that may be made against it with respect to such certificate, the Surviving Company shall deliver, in exchange for such lost, stolen or destroyed certificate, the number of units in the Surviving Company to which such person shall be entitled to as provided by this Plan.

(c) At the Effective Time, the respective membership interest transfer books, as applicable, of the Merging Company shall be closed and no transfer of such membership interests shall thereafter be made. The Surviving Company shall be entitled to rely upon the respective transfer books of the Merging Company and the certificate signed by a duly authorized member of the Merging Company pursuant to this Plan to establish the identity of those persons entitled to receive units in the Surviving Company, as specified in this Plan.

ARTICLE IV  
TERMINATION

Anything contained in this Plan to the contrary notwithstanding, this Plan may be terminated and the Merger abandoned by the mutual written consent of the Merging Company and Surviving Company at any time prior to the Effective Time.

ARTICLE V  
GOVERNING LAW; MISCELLANEOUS

(a) This Plan shall be governed by and construed in accordance with the laws of the State of Indiana. This Plan may be executed in multiple counterparts, each of which to be deemed an original and all of which together to be deemed a single instrument.

(b) This Plan sets forth the entire understanding of the Merging Company and Surviving Company with respect to the subject matter hereof and supersedes all existing agreements between them concerning such subject matter. The parties hereto agree to enter into such additional or supplemental agreements as may be necessary or desirable in order to carry out the effective terms of this Plan.

(c) Any waiver by any of the Merging Company or Surviving Company of a breach of any provisions of this Plan shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Plan. The failure of a Merging Company or Surviving Company to insist upon strict adherence to any term of this Plan on one or more occasions shall not be considered a waiver or deprive that entity of the right thereafter to insist upon strict adherence to that term or any other term of this Plan. Any waiver must be in writing.

(d) The headings in this Plan are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Plan.


(e) In connection with the preparation of this Plan and the related documents, the Merging Company and Surviving Company acknowledge and agree that: (a) the attorney that prepared said agreements (the "Attorney") acted as "transaction counsel" and not as legal counsel to the individual Merging Company, Surviving Company or their respective members and managers; (b) the parties have been advised by the Attorney that their interests may be opposed to each other and, accordingly, the Attorney's representation may not be in the best interests of all parties; and (c) each of the parties has been advised by the Attorney to retain separate legal counsel. Notwithstanding the foregoing, the parties hereto (a) acknowledge that they have been advised to retain separate counsel and, if they have not done so, have waived their right to do so; and (b) jointly and severally forever waive any claim that the Attorney's preparation of this Plan and the related documents constitutes a conflict of interest.

(f) Any term or provision of this Plan that is invalid or unenforceable in any jurisdiction shall as to that jurisdiction be ineffective, and the remaining terms and conditions of this Plan shall remain valid and enforceable.

(g) Each of the undersigned parties has duly executed this Agreement and Plan of Merger as of the date first above written.

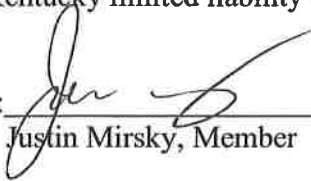
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