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Michael G. Adams
Kentucky Secretary of State
Received and Filed:
12/20/2023 10:32 AM
Fee Receipt: \$50.00

ARTICLES OF MERGER

OF

VONACHEN SERVICES INC., an Illinois corporation

DIVERSIFIED SERVICES FOR INDUSTRY INC., an Illinois corporation

ACCENT SERVICES, INC., a Wisconsin corporation

AND

VONACHEN KENWAY JANITOR SERVICE INC., a Kentucky corporation

WITH AND INTO

VONACHEN GROUP, INC., an Illinois corporation

These Articles of Merger, pursuant to the Kentucky Business Corporation Act (KRS 271B.11-050), provide for the merger (the “**Merger**”) of Vonachen Services Inc., an Illinois corporation, Diversified Services for Industry Inc., an Illinois corporation, Accent Services, Inc., a Wisconsin corporation, and Vonachen Kenway Janitor Service Inc., a Kentucky corporation (“**Non-Survivors**”), with and into Vonachen Group, Inc., an Illinois corporation (“**Survivor**”). The undersigned submit these Articles of Merger for filing and certify that:

1. The name and jurisdiction of formation or organization, as applicable, of each of the business entities which are parties to this Merger are:

| Name | Jurisdiction |
|---|---------------------|
| Vonachen Group, Inc. | Illinois |
| Vonachen Services, Inc. | Illinois |
| Diversified Services for Industry, Inc. | Illinois |
| Accent Services, Inc. | Wisconsin |
| Vonachen Kenway Janitor Service Inc. | Kentucky |

2. The name of the surviving business entity shall be Vonachen Group, Inc.

3. There are no amendments to Survivor’s Articles of Incorporation resulting from or in connection with the Merger.

4. The Plan of Merger was duly authorized and approved by each constituent business entity in accordance with KRS 271B.11-030.

5. Survivor hereby appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any proceeding for enforcement of any obligation of Non-Survivors, as well as for enforcement of any obligation of Survivor arising from the Merger. The address to which a copy of service of process shall be mailed to Survivor is: 8900 N. Pioneer Road, Peoria, Illinois 61615.


6. The effective date and time of these Articles of Merger shall be January 1, 2024, at 12:01a.m.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, these Articles of Merger are executed as of this ___ day of December, 2023.


SURVIVOR:

VONACHEN GROUP, INC.


By: 
Name: Matthew J. Vonachen
Title: CEO

NON-SURVIVORS:


VONACHEN SERVICES INC.

By: 
Name: Matthew J. Vonachen
Title: CEO


DIVERSIFIED SERVICES FOR
INDUSTRY INC.

By: 
Name: Matthew J. Vonachen
Title: CEO

ACCENT SERVICES, INC.

By: 
Name: Matthew J. Vonachen
Title: CEO

VONACHEN KENWAY JANITOR
SERVICE INC.

By: 
Name: Matthew J. Vonachen
Title: CEO

AGREEMENT AND PLAN OF MERGER

**BY AND AMONG
VONACHEN GROUP, INC.
VONACHEN SERVICES INC.
DIVERSIFIED SERVICES FOR INDUSTRY, INC.
ACCENT SERVICES, INC.
AND
VONACHEN KENWAY JANITOR SERVICE INC.**

This Agreement and Plan Of Merger (this “**Agreement**”) dated as of December 13, 2023 is adopted and made by and among Vonachen Group, Inc., an Illinois corporation (the “**Surviving Company**”), Vonachen Services Inc., an Illinois corporation (“**Vonachen Services**”), Diversified Services for Industry Inc., an Illinois corporation (“**Diversified Services**”), Accent Services, Inc., a Wisconsin corporation (“**Accent Services**”), and Vonachen Kenway Janitor Service Inc., a Kentucky corporation (“**Vonachen Kenway**”, and together with Vonachen Services, Diversified Services, and Accent Services, the “**Non-Surviving Companies**”).

RECITALS:

- A. Vonachen Services is a corporation organized and existing under the laws of the State of Illinois.
- B. Diversified Services is a corporation organized and existing under the laws of the State of Illinois.
- C. Accent Services is a corporation organized and existing under the laws of the State of Wisconsin.
- D. Vonachen Kenway is a corporation organized and existing under the laws of the State of Kentucky.
- E. The Surviving Company is a corporation organized and existing under the laws of the State of Illinois, and the Surviving Company is the sole shareholder of the Non-Surviving Companies.
- F. The board of directors and sole shareholders of the Non-Surviving Companies have approved by their written consent to the applicable authorizing resolutions (i) this Agreement and (ii) the merger of the Non-Surviving Companies with and into the Surviving Company, all upon the terms and conditions set forth herein.
- G. The board of directors and shareholders of the Surviving Company have approved by their written consent to the applicable authorizing resolutions (i) this Agreement and (ii) the merger of the Non-Surviving Companies with and into the Surviving Company, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and of the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Non-Surviving Companies and the Surviving Company agree as follows:

Section 1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the applicable provisions of the Illinois Business Corporation Act of 1983 (as amended, the “**IBCA**”), the Kentucky Business Corporation Act (as amended, the “**KBCA**”), and the Wisconsin Business Corporation Law (as amended, the “**WBCL**”), Non-Surviving Companies shall be

merged with and into the Surviving Company at the Effective Date (such transaction being referred to as the “**Merger**”). Upon the Effective Date, the separate existence of the Non-Surviving Companies shall cease and all agreements, rights, privileges, powers, immunities, and franchises, public or private, of the Non-Surviving Companies, and all property, real, personal, and mixed, and debts due to the Non-Surviving Companies on whatever account, as well as all subscriptions for common stock and all other choses or things in action, and every other interest of or belonging to or due to the Non-Surviving Companies, shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed; *provided, however*, that all rights of creditors and all liens on any property of Non-Surviving Companies shall be preserved and unimpaired, and all debts, liabilities, duties, and obligations of Non-Surviving Companies shall thenceforth attach to the Surviving Company and may be enforced against the Surviving Company to the same extent as if said rights, liens, debts, liabilities, duties, or obligations had been incurred, contracted, or assumed by the Surviving Company. The effects and consequences of the Merger shall be as set forth in this Agreement and the IBCA.

Section 2. Effective Date; Effects of the Merger. Articles of Merger (or equivalent filing) evidencing the Merger (the “**Articles of Merger**”) shall be delivered to the Secretaries of State (or equivalent position) of each of the States of Illinois, Kentucky, and Wisconsin for filing. The Merger shall be effective as of 12:01 a.m. on January 1, 2024 (the “**Effective Date**”), rather than the effective date of the last of the Articles of Merger to become effective in accordance with the provisions of the IBCA.

Section 3. Organizational Documents. The bylaws of the Surviving Company in effect as of immediately prior to the Effective Date shall be the bylaws of the Surviving Company following the Effective Date until thereafter amended as provided therein or by the IBCA, and the articles of incorporation of the Surviving Company in effect as of immediately prior to the Effective Date shall be the articles of incorporation of the Surviving Company following the Effective Date until thereafter amended as provided therein or by the IBCA.

Section 4. Directors and Officers. The directors and officers of the Surviving Company immediately prior to the Effective Date shall be the directors and officers of the Surviving Company following the Effective Date and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Company or as otherwise provided by the IBCA.

Section 5. Further Assurances. The Non-Surviving Companies agree that at any time, or from time to time, as and when requested by the Surviving Company, or by its successors and assigns, will execute and deliver, or cause to be executed and delivered in its name by its last acting shareholder, director, or officers, or by the corresponding directors or officers of the Surviving Company, all of such conveyances, assignments, transfers, deeds, or other instruments, and will take or cause to be taken such further or other action as the Surviving Company, or its successors or assigns, may deem necessary or desirable in order to evidence the transfer, vesting, or devolution of any property, right, privilege, or franchise or to vest or perfect in or confirm to the Surviving Company, or its successors and assigns, title to and possession of all the property, rights, privileges, powers, immunities, franchises, and interests referred to in Section 1 of this Agreement and otherwise to carry out the intent and purposes hereof.

Section 6. Conversion of Securities. On the terms and subject to the conditions set forth in this Agreement, as of the Effective Date, by virtue of the Merger and without any action on the part of the Surviving Company or the Non-Surviving Companies:

- a. Each share of the Non-Surviving Companies issued and outstanding immediately prior to the Effective Date shall be cancelled, retired, and extinguished, and all rights in respect thereof shall cease.
- b. Each share of the Non-Surviving Companies held in treasury immediately prior to the Effective Date shall be cancelled, retired, and extinguished without any conversion thereof, and no payment will be made with respect thereto.
- c. Each share of the Surviving Company issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

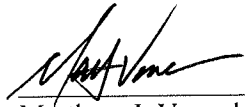
Section 7. Miscellaneous. Prior to the filings of the Articles of Merger, this Agreement may be amended or supplemented by mutual agreement of each of the Non-Surviving Companies and the Surviving Company. Any such amendment or supplement must be in writing and approved by each of the Non-Surviving Companies and the Surviving Company. In addition, this Agreement may be terminated by the action of the shareholders of each of the Non-Surviving Companies and the shareholders of the Surviving Company at any time for any reason prior to the filing of any Articles of Merger. The headings of this Agreement are inserted for convenience and reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. For the convenience of the parties to this Agreement and to facilitate the filing and recording of this Agreement, this Agreement may be executed in several counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument. Exchange of signature pages of this Agreement by e-mail or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes, and signatures of the parties transmitted by e-mail or other electronic means shall be deemed to be original signatures for all purposes. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned companies has caused this Agreement to be executed as of the date first set above.


SURVIVING COMPANY:

VONACHEN GROUP, INC.


By: 
Name: Matthew J. Vonachen
Title: CEO

NON-SURVIVING COMPANIES:

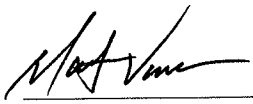
VONACHEN SERVICES INC.

By: 
Name: Matthew J. Vonachen
Title: CEO

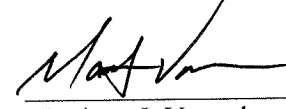
**DIVERSIFIED SERVICES FOR
INDUSTRY INC.**

By: 
Name: Matthew J. Vonachen
Title: CEO

ACCENT SERVICES, INC.

By: 
Name: Matthew J. Vonachen
Title: CEO

**VONACHEN KENWAY JANITOR
SERVICE INC.**

By: 
Name: Matthew J. Vonachen
Title: CEO