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Michael G. Adams	
Kentucky Secretary of State	
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5/6/2024 12:00 AM	
Fee Receipt: \$50.00	

ARTICLES OF MERGER

of

CLARK RESTAURANT SERVICE INC.
(a Kentucky corporation)

with and into

CLARK RESTAURANT SERVICE, LLC
(a Delaware limited liability company)

Pursuant to KRS 271B.11-080 and §18-209 of the Delaware Limited Liability Company Act, CLARK RESTAURANT SERVICE, LLC, a Delaware limited liability company (the "Surviving Entity"), hereby adopts and submits the following Articles of Merger for the purpose of merging CLARK RESTAURANT SERVICE INC., a Kentucky corporation (the "Merged Entity"), with and into the Surviving Entity:

ARTICLE I

NAME AND JURISDICTION

The name, jurisdiction of formation or organization, and type of entity of each constituent business entity which is to merge is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Type</u>
CLARK RESTAURANT SERVICE INC.	Kentucky	corporation
CLARK RESTAURANT SERVICE, LLC	Delaware	limited liability company

ARTICLE II

PLAN OF MERGER

The agreement and plan of merger ("Plan of Merger") attached hereto as Exhibit A has been approved and executed by the Merged Entity and the Surviving Entity. The Plan of Merger is on file at the office of the Surviving Entity at 2803 Tamarack Road, Owensboro KY 42301 and will be furnished by the Surviving Entity without cost to any shareholder of the Merged Entity or any member of the Surviving Entity.

ARTICLE III

SURVIVING BUSINESS ENTITY

The name of the surviving business entity is CLARK RESTAURANT SERVICE, LLC, a Delaware limited liability company.

In accordance with KRS 271B.11-080(3)(e), the Surviving Entity agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of the Merged Entity, as well as for enforcement of any obligation of the Surviving Entity arising out of the merger of the Merged Entity with and into the Surviving Entity. The Surviving Entity hereby appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any such proceeding, and directs the Secretary of State to mail a copy of any process so served upon the Secretary of State to the following address:

2803 Tamarack Rd
Owensboro, KY 42301

ARTICLE IV

AUTHORIZATION AND APPROVAL

The Plan of Merger was duly authorized and approved by the Merged Entity in accordance with KRS 271B.11-030 and by the Surviving Entity in accordance with §18-209 of the Delaware Limited Liability Company Act.

ARTICLE V

EFFECTIVE DATE

Pursuant to KRS 14A.2-070, these Articles of Merger shall be effective as of 11:58 p.m. on May 6, 2024.

[Signature Page Follows]

Signed, this the 6th day of May, 2024.

CLARK RESTAURANT SERVICE, LLC

By: Clark Brothers Holding Company, Inc.
Its: Sole Member

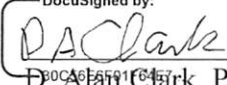
By:  _____
D. Alan Clark, President

Exhibit A

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (“Plan of Merger”) is made and entered into by and between CLARK RESTAURANT SERVICE INC., a Kentucky corporation, (the “Merged Entity”), and CLARK RESTAURANT SERVICE, LLC, a Delaware limited liability company, (the “Surviving Entity”) as of the 6th day of May, 2024.

WITNESSETH:

WHEREAS, the Merged Entity is a corporation organized and existing under the laws of the Commonwealth of Kentucky;

WHEREAS, the Surviving Entity is a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, the members of the Surviving Entity and the board of directors and shareholders of the Merged Entity have determined that the merger of the Merged Entity with and into the Surviving Company, pursuant to the terms and conditions set forth herein, is desirable and in the best interests of the Surviving Entity and the Merged Entity and their respective members and shareholders; and

WHEREAS, for United States federal income tax purposes, the parties hereto intend that the Merger (as defined below) qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Merger; Surviving Entity. On the Effective Date and Time (as hereinafter defined), the Merged Entity shall be merged with and into the Surviving Entity pursuant to the provisions of (and with the effect provided in) the Kentucky Business Corporation Act and the Delaware Limited Liability Company Act (said transaction being hereinafter referred to as the “Merger”). On the Effective Date and Time, the separate legal existence of the Merged Entity shall cease and the Surviving Entity shall continue unaffected and unimpaired by the Merger.
2. Limited Liability Retained. The Surviving Entity shall retain its limited liability.
3. Organizational Documents. The Certificate of Organization and Limited Liability Company Operating Agreement of the Surviving Entity in effect immediately prior to the Effective Date and Time shall continue in effect following the Merger.
4. Management by Members. On the Effective Date and Time, management of the Surviving Entity shall be vested in the members of the Surviving Entity.

5. Manner and Basis of Converting Interests. On the Effective Date and Time, each share of the Merged Entity's capital stock outstanding immediately prior to the Effective Date and Time shall be converted into a membership interest in the Surviving Entity.

6. Effective Date and Time. The Merger shall be effective as of 11:58 p.m. on May 6, 2024 (the "Effective Date and Time").

7. Certificate of Formation. The certificate of formation of the Surviving Entity (the "Certificate of Formation"), as in force and effect immediately prior to the Effective Date and Time, shall be the Certificate of Formation of the Surviving Entity as in force and effect at the Effective Date and Time. The Certificate of Formation of the Surviving Entity shall continue in full force and effect until amended in the manner prescribed by the Delaware Limited Liability Company Act.

8. Limited Liability Company Agreement. The limited liability company agreement of the Surviving Entity (the "Limited Liability Company Agreement") immediately prior to the Effective Date and Time shall be the Limited Liability Company Agreement of the Surviving Entity as in force and effect at the Effective Date and Time. The Limited Liability Company Agreement of the Surviving Entity shall continue in full force and effect until amended in the manner prescribed by such agreement or the Delaware Limited Liability Company Act.

9. Officers. The officers of the Surviving Entity immediately prior to the Effective Date and Time shall be the officers of the Surviving Entity at the Effective Date and Time, all of whom shall hold their offices 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 Certificate of Formation of the Surviving Entity, the Limited Liability Company Agreement of the Surviving Entity or as otherwise provided by the Delaware Limited Liability Company Act.

10. Further Assurances. (i) The board of directors and the proper officers of the Merged Entity, and (ii) the sole member and the proper officers of the Surviving Entity, shall execute, acknowledge, deliver and perform any and all other agreements, instruments certificates or other documents, pay such fees and taxes, give such notices, make such filings, obtain such governmental and third-party consents, and take such actions in the name and on behalf of the Merged Entity and the Surviving Entity as such persons may deem necessary or advisable to effectuate any of the provisions of this Agreement or of the Merger.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

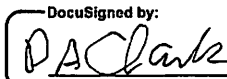
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be executed as of the day and year first above written.

SURVIVING ENTITY

CLARK RESTAURANT SERVICE, LLC
(a Delaware limited liability company)

By: Clark Brothers Holding Company, Inc.
Its: Sole Member

DocuSigned by:
By:  _____
D. Alan Clark, President

MERGED ENTITY

CLARK RESTAURANT SERVICE INC.
(a Kentucky corporation)

DocuSigned by:
By:  _____
D. Alan Clark, President