

0840370.09 mmoore
SUR
Michael G. Adams
Kentucky Secretary of State
Received and Filed:
7/25/2023 2:56 PM
Fee Receipt: \$50.00

**ARTICLES OF MERGER
OF
STAMPER EXECUTIVE SOLUTIONS LLC
WITH AND INTO
HOME VETERINARY CARE I, INC.**

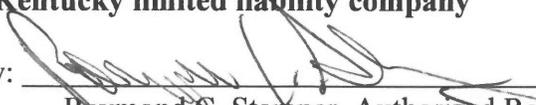
Pursuant to the provisions of Kentucky Revised Statutes Sections 275.360 and 275.350, the undersigned corporations (“Constituent Entities”) hereby adopt the following Articles of Merger for the purpose of merging **STAMPER EXECUTIVE SOLUTIONS LLC**, a Kentucky limited liability company (“Target”), with and into **HOME VETERINARY CARE I, INC.**, an Ohio corporation (“Acquiring”), which shall be the surviving corporation in the merger:

1. **Plan of Merger.** Attached hereto as Exhibit A is a copy of the Plan of Merger (“Plan of Merger”) adopted by each of the Constituent Entities, which Plan of Merger is incorporated by reference herein.
2. **Target’s Membership.** Target has issued and outstanding one hundred percent (100%) of its outstanding membership interest, and each Member of Target was entitled to vote in accordance with their membership interest on the Plan of Merger.
3. **Acquiring Shares.** Acquiring has issued and outstanding one thousand shares of voting common stock, each of which shares was entitled to one vote in the Plan of Merger.
4. **Vote of Target Membership.** All one hundred percent of the Target’s membership interest voted in favor of the Plan of Merger, pursuant to KRS 275.350.
5. **Vote of Acquiring Shares.** All outstanding one thousand (1000) shares of the issued and outstanding voting common stock of Acquiring voted in favor of the Plan of Merger, pursuant to applicable governing law.
6. **Approval.** The number of votes cast for the Plan of Merger was sufficient for approval by each voting group.
7. **Applicability of KRS 275.360(1)(f).** Acquiring shall be organized under the laws of the State of Ohio, however Acquiring agrees with and acknowledges the applicability of KRS 275.360(1)(f).
8. **Effective Time.** The Merger shall be effective as of July 31, 2023.

[Signature Page Follows]

DATED: July 25, 2023

**STAMPER EXECUTIVE SOLUTIONS LLC,
a Kentucky limited liability company**

By: 
Raymond C. Stamper, Authorized Representative
("Target")

**HOME VETERINARY CARE I, INC.,
an Ohio corporation**

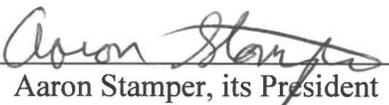
By: 
Aaron Stamper, its President
("Acquiring")

EXHIBIT A

**PLAN OF MERGER
OF
STAMPER EXECUTIVE SOLUTIONS LLC
WITH AND INTO
HOME VETERINARY CARE I, INC.**

This PLAN OF MERGER (“Merger Agreement”) was adopted effective as of the 25th day of July, 2023, by and between **STAMPER EXECUTIVE SOLUTIONS LLC**, a Kentucky limited liability company (“Target”) and **HOME VETERINARY CARE I, INC.**, an Ohio corporation (the “Surviving Corporation” or “Vet Care”).

**ARTICLE I
MERGER**

1.1 Merger; Effective Time. On and subject to the terms and conditions of this Agreement, Target shall be merged with and into Vet Care (the “Merger”), effective as of 11:59 p.m., Eastern Daylight Time, on June 30, 2023, following the filing of appropriate Articles and Certificate of Merger with the Secretaries of State of the States of Ohio and Kentucky (“Effective Time”). The separate corporate existence of Target shall thereupon cease, and the separate existence of Vet Care, with all its purposes, objects, rights, privileges, powers, franchises, and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to, and with the effect provided in, applicable provisions of Section 275 of the Kentucky Revised Statutes and Section 1701.78 of the Ohio Revised Code.

1.1.1 Surviving Corporation. Vet Care shall be the surviving corporation in the Merger. On effectiveness of the Merger, the name of the Surviving Corporation shall be and remain “Home Veterinary Care I, Inc.”

1.2 Shares of the Constituent Entities and Consideration.

1.2.1 Cancellation of Membership Interest. Each Target membership interest held by the members of Target, which is issued and outstanding immediately prior to the Effective Time, shall, ipso facto and without any action on the part of the holder thereof, become cancelled as a result of the Merger, due to each member of Target previously owning an equivalent percentage of the outstanding shares of Surviving Corporation, which such shares shall continue unaffected.

1.3 Additional Terms of Merger.

1.3.1 Articles of Incorporation. The Articles of Incorporation of Vet Care immediately prior to the Effective Time of the Merger shall be and remain in all respects the Articles of Incorporation of the Surviving Corporation following the Merger.

1.3.2 Code of Regulations. The Code of Regulations of Vet Care immediately prior to the Effective Time of the Merger shall be and remain in all respects the Code of Regulations of the Surviving Corporation following the Merger.

1.3.3 Officers and Directors. The persons who are officers and directors of the Surviving Corporation immediately before the Merger shall continue as directors and officers of the Surviving Corporation and shall hold office as provided in the Articles and Code of Regulations of the Surviving Corporation.

1.4 Effect of Merger. At and after the Effective Time:

1.4.1 Vet Care shall possess all of the respective rights, privileges, powers, franchises and interests of Target in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, Vet Care by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against Target may be continued as if the Merger did not occur, or Vet Care may be substituted in the proceeding for Target in such action or proceeding.

1.4.2 Vet Care shall be liable for all liability of Target, and all debts, liabilities, obligations and contracts of Target, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the respective balance sheets, books of account or records of Target, shall be those of Vet Care and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of Target shall be preserved unimpaired.

1.5 Additional Actions. If, at any time after the Effective Time, Target shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in Vet Care its rights, title or interest in, to or under any of the rights, properties or assets of Target acquired or to be acquired by Vet Care as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, Target and the proper officers and directors of Target shall be deemed to have granted to Vet Care an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in Vet Care, and (c) otherwise carry out the purposes of this Agreement. The proper officers and directors of Vet Care are fully authorized in the name of Target or otherwise to take any and all such actions.

1.6 Agreement and Plan of Merger. For the purposes of Ohio Revised Code section 1701.78 and Kentucky Revised Statutes section KRS 275.360, this Article I shall constitute the Agreement and Plan of Merger of Target and Vet Care and the terms and conditions of the Merger. Vet Care and Target shall file the Articles of Merger in the form attached hereto as Exhibit A with Kentucky Secretary of State and the Certificate of Merger in the form attached hereto as Exhibit B with the Ohio Secretary of State.