

ARTICLES OF MERGER
OF
ADVANCE PLANNING PARTNERS LLC,
a Kentucky limited liability company,
WITH AND INTO
ADVANCE PLANNING PARTNERS LLC,
a Delaware limited liability company

Pursuant to the provisions of the Kentucky Limited Liability Act, the undersigned surviving business entity submits these Articles of Merger for filing and certifies that:

1. The name and jurisdiction of formation or organization of each of the merging business entities which are parties to this merger are:

Name	Jurisdiction
Advance Planning Partners LLC	Kentucky
Advance Planning Partners LLC	Delaware

2. The Agreement and Plan of Merger, attached as Exhibit A, sets forth the plan of merger (the “Plan of Merger”).

3. The name of the surviving business entity is Advance Planning Partners LLC, a Delaware limited liability company.

4. The Plan of Merger was duly authorized and approved by each constituent business entity in accordance with the laws applicable to such business entity.

5. The Certificate of Formation and Operating Agreement of Advance Planning Partners LLC, a Delaware limited liability Company, as the surviving business entity, shall not be amended as a result of the merger.

6. The merger is to become effective on the date set forth in the Plan of Merger.


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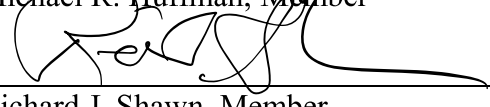
IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be duly executed as of March 31, 2023.

ADVANCE PLANNING PARTNERS LLC,
a Kentucky limited liability company

MEMBER:

ADVANCE PLANNING HOLDINGS, LLC

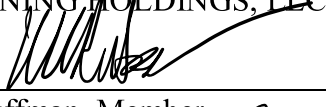
By: 
Michael R. Huffman, Member

By: 
Richard J. Shawn, Member

ADVANCE PLANNING PARTNERS LLC,
a Delaware limited liability company

MEMBER:

ADVANCE PLANNING HOLDINGS, LLC

By: 
Michael R. Huffman, Member

By: 
Richard J. Shawn, Member

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (“Agreement”) dated as of March 31, 2023, is entered into by and between Advance Planning Partners LLC, a Delaware limited liability company (the “Acquiror”), and Advance Planning Partners LLC, a Kentucky limited liability company (the “Company”).

WHEREAS, the respective governing bodies of the Acquiror and the Company have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such company and its members; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Kentucky Limited Liability Company Act (“KYLLCA”) and the Delaware Limited Liability Company Act (“DELLCA”), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the “Merger”).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 275.345 of the KYLLCA and Section 18-209 of the DELLCA, the Company shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and the Acquiror shall continue as the surviving company (the “Surviving Company”). The effects and consequences of the Merger shall be as set forth in this Agreement, the KYLLCA, and the DELLCA.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file articles of merger (the “Articles of Merger”) complying with Section 275.360 of the KYLLCA with the Secretary of State of the Commonwealth of Kentucky with respect to the Merger and shall duly prepare, execute and file a certificate of merger of domestic limited liability company and foreign limited liability company complying with Section 18-209 of the DELLCA with the Secretary of State of the State of Delaware with respect to the Merger. The Merger shall become effective upon the later of the date first written above or the filing of the Articles of Merger and the Certificate of Merger (the “Effective Time”).

(b) The Merger shall have the effects set forth in the KYLLCA and the DELLCA, including without limitation, Section 275.365 of the KYLLCA and Section 18-209 of the DELLCA. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Acquiror, as the Surviving Company, and (ii)

all debts, liabilities, obligations and duties of the Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Company.

3. Organizational Documents. The operating agreement of the Acquiror in effect at the Effective Time shall be the operating agreement of the Surviving Company until thereafter amended as provided therein or by the DELLCA, and the certificate of formation of the Acquiror in effect at the Effective Time, as may be amended pursuant to the Articles of Merger, shall be the certificate of formation of the Surviving Company until thereafter amended as provided therein or by the DELLCA.

4. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the holders of the membership interests in the Company:

(a) each membership interest in the Company, issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive an equal membership interest in Acquiror;

(b) each membership interest that is owned by the Company (as treasury stock or otherwise) will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(c) each membership interest in the Acquiror, issued and outstanding immediately prior to the Effective Time, shall remain outstanding following the consummation of the Merger.

5. No Dissenting Members. All holders of membership interests in the Company and all holders of membership interests in the Acquiror issued and outstanding immediately prior to the Effective Time voted in favor of adoption of this Agreement or consented thereto in writing.

6. Intentionally Omitted.

7. Entire Agreement. This Agreement together with the Articles of Merger and the Certificate of Merger constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Kentucky.

14. 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, email 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.

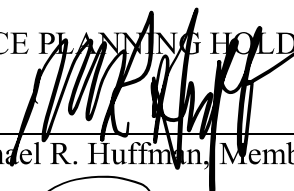
[signatures appear on following page]


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

ADVANCE PLANNING PARTNERS LLC,
a Kentucky limited liability company

MEMBER:

ADVANCE PLANNING HOLDINGS, LLC

By: 
Michael R. Huffman, Member


By: 
Richard J. Shawn, Member

ADVANCE PLANNING PARTNERS LLC,
a Delaware limited liability company

MEMBER:

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