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MRG**Michael G. Adams**
Kentucky Secretary of State
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Fee Receipt: \$50.00

**ARTICLES OF MERGER
OF
DATA DESIGN, INC.
AND
PATRIOT PROPERTIES, INC.
INTO PATRIOT PROPERTIES, INC.**

Pursuant to the Kentucky Revised Statutes (the "Act"), Patriot Properties, Inc. a Massachusetts corporation (the "Company"), and Data Design, Inc. a Kentucky corporation ("Subsidiary"), in connection with the merger of Subsidiary with and into the Company (the "Merger"), hereby certify as follows:

FIRST: The names and states of incorporation of the constituent entities to the Merger are:

<u>Name</u>	<u>State of Incorporation/Organization</u>
Data Design, Inc.	Kentucky
Patriot Properties, Inc.	Massachusetts

SECOND: An Agreement and Plan of Merger (as amended, the "Agreement"), dated as of the effective date by and between the Company and Subsidiary setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by the Company in accordance with the requirements of Section 264 of the DGCL and by Subsidiary in accordance with KRS 362.541.

THIRD: The Company shall be the surviving corporation in the Merger (the "Surviving Corporation"), which will continue its existence as said Surviving Corporation under its present name, Patriot Properties, Inc., upon the effective date of the Merger.

FOURTH: The Company agrees that from and after the Effective Time, (a) that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of Data Design, Inc. as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger and (b) that it appoints the Secretary of State as its agent for service of process in any such proceeding described in clause (a). The Secretary of State shall mail a copy of any such process to the Surviving Corporation's address set forth in Article Seventh hereof.

FIFTH: The Certificate of Incorporation of the Company, as amended, as in effect immediately prior to the Merger shall be the certificate of incorporation of the Surviving Corporation. All outstanding shares of the Subsidiary will be cancelled and terminated, and the existing shares of the Company shall be the shares of the surviving entity.

SIXTH: The Merger shall become effective as of December 31, 2022 at 11:59 pm Eastern time (the "Effective Time").

SEVENTH: An executed copy of the Agreement is on file at the principal place of business of the Surviving Corporation located at: 3025 Windward Plaza, Ste. 200, Alpharetta, GA 30005.

EIGHTH: A copy of the Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder or member, as applicable, of either of the Company or Subsidiary.

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IN WITNESS WHEREOF, the undersigned have executed and signed this certificate this 16th day of December, 2022.

Data Design, Inc.

DocuSigned by:
By David Winters
3544756DD57B432
Name: David Winters
Title: Chief Financial Officer

Patriot Properties, Inc.

DocuSigned by:
By David Winters
3544756DD57B432
Name: David Winters
Title: Chief Financial Officer

AGREEMENT AND PLAN OF MERGER

Patriot Properties, Inc.
(a Massachusetts corporation)

AND

Data Design, Inc.
(a Kentucky corporation)

This AGREEMENT AND PLAN OF MERGER, dated as of December 16, 2022 (this "Agreement"), is entered into by and between Patriot Properties, Inc., a Massachusetts corporation ("Parent"), and Data Design, Inc., a Kentucky corporation ("Sub").

RECITALS

WHEREAS, Sub desires to merge with and into Parent, and Parent desires to merge Sub with and into itself;

WHEREAS, the sole stockholder and board of directors of Sub and the sole stockholder and board of directors of Parent deem it advisable that Sub merge with and into Parent and that Parent continue as the surviving entity upon the terms set forth herein and in accordance with the laws of the Commonwealth of Massachusetts (the "Merger"), and that the issued and outstanding limited liability company interests of Intermediate be canceled upon consummation of the Merger as set forth herein; and

WHEREAS, the sole stockholder and board of directors of Sub and the sole stockholder and board of directors of Parent have, by resolution, duly approved and adopted the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, Intermediate and New Holdings hereby agree as follows:

AGREEMENT

1. The names of each constituent entity in the merger are Patriot Properties, Inc. and Data Design, Inc. Subject to the terms and conditions hereof, Sub hereby merges with and into Parent, pursuant to the provisions of, and with the effect provided in, the Massachusetts Business Corporations Act (the "Act") and Parent shall be the surviving entity (the "Surviving Entity"). The name of the Surviving Entity from and after the Effective Time (as defined below) shall be: Patriot Properties, Inc. The principal place of business of the Surviving Entity is 3025 Windward Plaza, Ste. 200, Alpharetta, GA 30005. The Preamble and Recitals to this Agreement are an integral part hereof and are incorporated herein by reference.

2. Effective Time.

(a) The parties hereto shall cause an Articles of Merger to be executed and delivered for filing with the Massachusetts Secretary of the Commonwealth as provided in and in accordance with the Act (the "Merger Certificate") and an Articles of Merger to be executed and delivered for filing with the Kentucky Secretary of State as provided in and in accordance with the Kentucky Revised Statutes.

(b) The Merger shall be effective on the date indicated in the Merger Certificate (the "Effective Time").

(c) At the Effective Time, Sub shall cease to exist as a corporation, and all of its property, rights, privileges, patents, trademarks, licenses, registrations, other assets of any kind and liabilities shall be transferred to, vested in and become the property, rights, privileges, patents, trademarks, licenses, registrations, other assets of any kind and liabilities of the Surviving Entity.

(d) At the Effective Time, the equity interests of Sub issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by Sub, the equityholder thereof, Parent or any other person, be canceled and no cash or securities or other property shall be payable to the equityholder in respect thereof. At the Effective Time, the equity of Parent issued and outstanding immediately prior to the Effective Time shall be unaffected and remain issued and outstanding.

3. Articles of Organization; Bylaws. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of Parent, Sub, or any other person, (a) the articles of organization of Parent, as in effect immediately prior to the Effective Time of the Merger, shall be the articles of organization of the Surviving Entity, and (b) the bylaws of Parent as in effect immediately prior to the Effective Time of the Merger shall be the bylaws of the Surviving Entity, in each case, until thereafter amended as provided therein.

4. Directors and Officers. At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of Parent, Sub, or any other person, the directors and officers of the Surviving Entity shall be the directors and officers of Parent immediately prior to the Effective Time.

5. Further Assurances. The parties hereto agree to use their best efforts to take, or cause to be taken, all lawful actions and to do, or cause to be done, all lawful things (including executing and delivering such additional instruments, documents and consents) as may be reasonably necessary to give effect to the transactions contemplated by this Agreement.

6. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts, without giving effect to any otherwise applicable principles of conflict of laws of that State.

8. Execution of Counterparts. This Agreement may be executed in any number of counterparts (including by electronic means), each of which when so executed and delivered (including in .pdf or other electronic format) shall be deemed an original, but all of which shall together constitute one and the same instrument.

9. Tax Treatment. The Merger is intended to be treated as a plan of liquidation under Section 332 of the Internal Revenue Code.

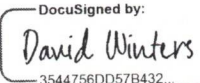
[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective authorized representative on the day and year first written above.

Patriot Properties, Inc.
a Massachusetts corporation

By: 
3544756DD57B432
Name: David Winters
Title: Chief Financial Officer & Treasurer

Data Design, Inc.
a Kentucky corporation

By: 
3544756DD57B432
Name: David Winters
Title: Chief Financial Officer