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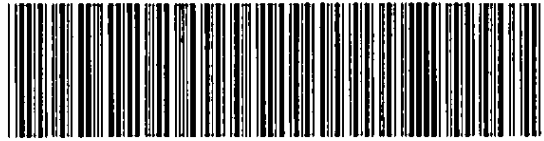
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2020 JAN 31 AM 9:00

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C. GOLDEN

MAR -2 2020

LYNCH, COX, GILMAN & GOODMAN, P.S.C.

500 WEST JEFFERSON STREET - 21ST FLOOR

LOUISVILLE, KENTUCKY 40202

TELEPHONE (502) 589-4215

TELEFAX (502) 589-4994

E-Mail: chayth@lynchcox.com

January 28, 2020

Via Certified Mail/Return Receipt Requested

Florida Department of State

Amendment Section

Division of Corporations

P.O. Box 6327

Tallahassee, FL 32314

Re: Articles of Merger-Josh & Ben, LLC

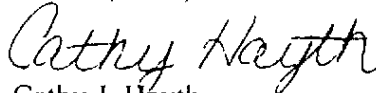
To Whom it May Concern:

Enclosed for filing are the Articles of Merger of Josh & Ben, LLC, along with a check in the amount of \$50.00 to cover the filing fees. Please return a file stamped copy of filings to the undersigned.

Thank you for your assistance. Please call me if you have any questions.

Very truly yours,

LYNCH, COX, GILMAN & GOODMAN, P.S.C.



Cathy J. Hayth

ASSISTANT TO SCOTT A. WEINBERG

Enclosure

ARTICLES OF MERGER
OF
J & B, LLC
WITH AND INTO
JOSH & BEN, LLC

2020 JAN 31 AM 9:00

Pursuant to the provisions of KRS 275.360 and Florida Statutes Section 605.1025, the undersigned Companies ("Constituent Companies") hereby adopt the following Articles of Merger for the purpose of merging J & B, LLC, a Florida Limited Liability Company ("J & B Florida"), with and into Josh & Ben, LLC, a Kentucky Limited Liability Company ("Josh & Ben, LLC Kentucky"), which shall be the surviving Company in the Merger.

- FIRST:** The Agreement and Plan of Merger, duly authorized and approved by each of the Constituent Companies, is attached hereto as Exhibit A ("Plan of Merger") and is hereby incorporated by reference herein as a part of these Articles of Merger.
- SECOND:** The Plan of Merger was adopted and approved by the Members of J & B Florida, evidenced by a unanimous action of the Members dated Sept 23, 2019.
- THIRD:** The Plan of Merger was adopted and approved by the Members of J & B Kentucky, evidenced by a unanimous action of the Members dated Sept 23, 2019.

Dated: Sept 23, 2019

J & B, LLC

By: John Sawell
Title: Managing Member
("J & B Florida")

JOSH & BEN, LLC

By: John Sawell
Title: Managing Member
("Josh & Ben, LLC Kentucky")

The foregoing instrument
was prepared by:

Scott A. Weinberg
Scott A. Weinberg
Lynch, Cox, Gilman & Goodman, P.S.C.
500 West Jefferson Street, Suite 2100
Louisville, Kentucky 40202
502-589-4215

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 13 day of Sept, 2019, by and between (i) J & B, LLC, a Florida Limited Liability Company ("J & B Florida"), and (ii) JOSH & BEN, LLC, a Kentucky Limited Liability Company ("Josh & Ben Kentucky").

1. MERGER.

1.1 Merger of J & B, LLC Florida With and Into Josh & Ben, LLC Kentucky. Subject to the terms and conditions of this Agreement, J & B Florida shall be merged with and into Josh & Ben Kentucky ("Merger"), effective as of the later of (i) 12:00:01 a.m. on Sept 23, 2019, or (ii) the filing of appropriate Articles of Merger with the Secretary of State of the Commonwealth of Kentucky and the filing of Articles of Merger with the Florida Secretary of State ("Effective Time"). At the Effective time, the separate existence of J & B Florida as a Company shall thereupon cease; and Josh & Ben Kentucky shall be the surviving entity in the merger ("Surviving Company"). The Surviving Company shall be named Josh & Ben, LLC. The separate existence of the Surviving Company, 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 the provisions of, and with the effect provided in, the laws of the Commonwealth of Kentucky.

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

(a) The Surviving Company shall possess all of the respective rights, privileges, powers, franchises and interests of J & B, LLC Florida 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, the Surviving Company 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 J & B Florida may be continued as if the Merger did not occur, or the Surviving Company may be substituted in the proceeding for J & B Florida in such action or proceeding.

(b) The Surviving Company shall be liable for all liabilities of J & B Florida, and all debts, liabilities, obligations and contracts of J & B Florida, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account or records of J & B Florida, shall be those of the Surviving Company, and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of the Surviving Company shall be preserved unimpaired.

1.3 Additional Actions. If, at any time after the Effective Time, the Surviving Company 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 the Surviving Company its right, title or interest in, to or under any of the rights, properties or assets of J & B Florida acquired or to be acquired by the Surviving Company as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, J & B

Florida and the proper officers and directors of J & B Florida shall be deemed to have granted to the Surviving Company 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 the Surviving Company and (c) otherwise carry out the purposes of this Agreement. The Members of the Surviving Company are fully authorized in the name of the Surviving Company or otherwise to take any and all such actions.

2. ARTICLES OF ORGANIZATION. At the Effective Time, the Articles of Organization of the Surviving Company ("Articles of Organization") shall be amended in their entirety and restated as set forth on Exhibit I attached hereto and made a part hereof ("Restated Articles").

3. OPERATING AGREEMENT. Effective upon the Merger, the Operating Agreement of the Surviving Company ("Operating Agreement") shall be in the form of the Operating Agreement previously agreed upon by the Members of the J & B Florida and the Josh & Ben Kentucky.

4. MEMBERS. From and after the Effective Date, the Members of the Surviving Company shall consist of those persons named in the Restated Operating Agreement.

5. OFFICERS. From and after the Effective Date, the following persons shall be appointed as set forth below opposite each of their respective names, to hold such position as provided in the Operating Agreement:

<u>Name</u>	<u>Office</u>
John E. Sorrell	Member
Alice V. Sorrell	Member
Joshua E. Sorrell	Member
John B. Sorrell	Member

6. MISCELLANEOUS.

6.1 Captions, Sections References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

6.2 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

6.3 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

6.4 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.5 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.

6.6 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

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

J & B, LLC.

By: John Sorell
Title: Managing Member
("J & B Florida")

JOSH & BEN, LLC.

By: John Sorell
Title: Managing Member
("Josh & Ben Kentucky")