

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of  
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 5, 2024

DecisionPoint Systems, Inc.  
(Exact name of registrant as specified in its charter)

Delaware  
(State of incorporation)

001-41376  
(Commission File Number)

37-1644635  
(I.R.S. Employer  
Identification No.)

DecisionPoint Systems, Inc.  
1615 South Congress Avenue Suite 103  
Delray Beach, Florida  
(Address of principal executive offices)

33445  
(Zip Code)

Registrant's telephone number, including area code: (561) 900-3723

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name on Each Exchange on Which Registered
Common Stock, \$0.001 par value	DPSI	NYSE American

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Introductory Note

On July 5, 2024 (the "Closing Date"), Derby Merger Sub, Inc. ("MergerCo"), a Delaware corporation and wholly owned subsidiary of Barcoding Derby Buyer, Inc., a Delaware corporation ("Parent"), merged with and into DecisionPoint Systems, Inc., a Delaware corporation (the "Company"), with the Company continuing as the surviving corporation (the "Merger"), pursuant to the previously announced Agreement and Plan of Merger, dated April 30, 2024 (as it may be amended from time to time, the "Merger Agreement"), by and among the Company, MergerCo and Parent. As a result of the Merger, the Company became a wholly owned subsidiary of Parent.

Item 1.02 Termination of a Material Definitive Agreement.

The information set forth in the Introductory Note of this Current Report on Form 8-K is incorporated by reference into this Item 1.02.

In connection with the completion of the Merger, that certain Loan Agreement, dated as of July 30, 2021, as amended, by and between the Company and MUFJ Union Bank, National Association, was terminated, and all existing debt for borrowed money thereunder was repaid in full and all commitments, liens and guarantees in respect thereof were terminated, in each case effective as of the Closing Date.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The information set forth under the Introductory Note of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

At the effective time of the Merger (the "Effective Time"), each share of Company common stock, par value \$0.001 per share ("Company Common Share"), issued and outstanding immediately prior to the Effective Time (other than Company Common Shares (i) owned by Company, Parent or MergerCo (as treasury shares or otherwise) or any of their respective direct or indirect wholly-owned subsidiaries or (ii) for which appraisal rights were demanded properly in accordance with Section 262 of the General

Corporation Law of the State of Delaware) was cancelled and extinguished and automatically converted into the right to receive \$10.22 in cash (the “Per Share Price”), without interest and subject to any applicable tax withholdings.

At the Effective Time, each outstanding option to purchase Company Common Shares (“Company Option”) that was outstanding as of immediately prior to the Effective Time was cancelled and automatically converted into the right to receive an amount in cash equal to the product of (A) the aggregate number of Company Common Shares subject to such Company Option multiplied by (B) the excess, if any, of the Per Share Price over the per share exercise price applicable to such Company Option, subject to applicable taxes or tax withholdings.

At the Effective Time, each restricted stock unit relating to Company Common Shares (“Company RSU”) that was outstanding as of immediately prior to the Effective Time was cancelled and automatically converted into the right to receive an amount in cash equal to the product of (A) the aggregate number of Company Common Shares subject to such Company RSU, multiplied by (B) the Per Share Price, subject to applicable taxes or tax withholdings.

The foregoing description of the effects of the Merger and the Merger Agreement, and the transactions contemplated thereby, is not complete and is qualified in its entirety by reference to the full text of the Merger Agreement. A copy of the Merger Agreement was attached as Exhibit 2.1 to the Company’s Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission (the “SEC”) on May 1, 2024, and is incorporated herein by reference.

### **Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.**

The information set forth in the Introductory Note and under Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.01.

In connection with the consummation of the Merger, the Company notified the NYSE American LLC (the “NYSE American”) that trading of the Company Common Shares should be suspended and the Company Common Shares should be removed from listing. Trading of the Company Common Shares on the NYSE American was suspended prior to the open of the market on July 5, 2024. The Company also requested that the NYSE American file with the SEC an application on Form 25 to delist and deregister the Company Common Shares under Section 12(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Following the effectiveness of the Form 25, the Company intends to file with the SEC a Form 15 requesting that the reporting obligations of the Company under Sections 13 and 15(d) of the Exchange Act be suspended.

### **Item 3.03 Material Modification to Rights of Security Holders.**

The information set forth in the Introductory Note and under Item 2.01, 3.01 and 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

In connection with the completion of the Merger, at the Effective Time, each Company Common Share issued and outstanding immediately prior to the Effective Time (except as otherwise described in Item 2.01) was cancelled and automatically converted into the right to receive the Per Share Price pursuant to the Merger Agreement as set forth under Item 2.01, and holders of such Company Common Shares ceased to have any rights as stockholders of the Company, except as otherwise provided in the Merger Agreement or by applicable law.

### **Item 5.01 Changes in Control of Registrant.**

The information set forth in the Introductory Note and under Item 2.01, 3.03 and 5.02 of this Current Report on Form 8-K is incorporated by reference into this Item 5.01.

As a result of the consummation of the Merger, a change of control of the Company occurred, and the Company became a wholly-owned subsidiary of Parent.

### **Item 5.02 Departure of Directors or Certain Officers**

The information set forth in the Introductory Note and under Item 2.01 is incorporated by reference into this Item 5.02.

In connection with the completion of the Merger, at the Effective Time, each of the Company’s directors immediately prior to the Effective Time (Stanley P. Jaworski, Steve Smith, William Cooke, Richard Bravman, Michael N. Taglich and John Guttilla) resigned as directors of the Company. These resignations were in connection with the closing of the Merger and not due to any disagreement with the Company on any matter. At the Effective Time, Robert Newbold, Micheal Stewart and Steve Smith were appointed as directors of the Company.

### **Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

The information set forth in the Introductory Note and under Item 2.01 is incorporated by reference into this Item 5.03.

At the Effective Time: (a) the certificate of incorporation of the Company was amended and restated in the form attached to this Current Report on Form 8-K as Exhibit 3.1 and (b) the bylaws of MergerCo as in effect immediately prior to the Effective Time became the bylaws of the Company, except that references to MergerCo’s name were replaced with references to the Company’s name, in the form attached to this Current Report on Form 8-K as Exhibit 3.2.

### **Item 9.01 Financial Statements and Exhibits.**

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
2.1*	<a href="#">Agreement and Plan of Merger, dated as of April 30, 2024, by and among DecisionPoint Systems, Inc., Barcoding Derby Buyer, Inc., and Derby Merger Sub, Inc. (incorporated by reference to Exhibit 2.1 to the Company’s Current Report on Form 8-K filed with the SEC on May 1, 2024).</a>
3.1	<a href="#">Second Amended and Restated Certificate of Incorporation of the Company</a>
3.2	<a href="#">Second Amended and Restated Bylaws of the Company</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

\* Exhibits and schedules omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted exhibit or schedule will be furnished supplementally to the SEC upon request.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: July 5, 2024

**DECISIONPOINT SYSTEMS, INC.**

By: /s/ Melinda Wohl

Name: Melinda Wohl

Title: Chief Financial Officer

**SECOND**  
**AMENDED AND RESTATED**  
**CERTIFICATE OF INCORPORATION**  
**OF**  
**DECISIONPOINT SYSTEMS, INC.**

FIRST: The name of the Corporation is DecisionPoint Systems, Inc.

SECOND: The address of the Corporation's registered office in the State of Delaware is Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, DE 19808. The name of the Corporation's registered agent at such address is Corporation Service Company.

THIRD: The purposes for which the Corporation is formed are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware and to possess and exercise all of the powers and privileges granted by such law and any other law of Delaware.

FOURTH: The aggregate number of shares of stock which the Corporation shall have authority to issue is sixty thousand (60,000) shares, all of which are of one class and are designated as Common Stock and each of which has a par value of \$0.001.

FIFTH: The board of directors of the Corporation is authorized to adopt, amend or repeal the bylaws of the Corporation, except as otherwise specifically provided therein.

SIXTH: Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

SEVENTH: The Corporation reserves the right to amend any provision contained in this Certificate as the same may from time to time be in effect in the manner now or hereafter prescribed by law, and all rights conferred on stockholders or others hereunder are subject to such reservation.

EIGHTH:

A. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law ("DGCL"), or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of this Section 8.A by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation with respect to events occurring prior to the time of such repeal or modification.

B. The Corporation, to the fullest extent permitted by Section 145 of the DGCL, as amended from time to time, shall indemnify all persons whom it may indemnify pursuant thereto, expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative, or investigative action, suit or proceeding for which such officer or director may be entitled to indemnification hereunder shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as authorized hereby. No amendment to or repeal of these provisions shall apply to or have any effect on the liability or alleged liability of any person for or with respect to any acts or omissions of such person occurring prior to such amendment.

NINTH: The Corporation elects not to be governed by Section 203 of the Delaware General Corporation Law.

SECOND AMENDED AND RESTATED  
 BYLAWS  
 OF  
 DECISIONPOINT SYSTEMS, INC.  
 (THE "CORPORATION")  
 ARTICLE I  
STOCKHOLDERS

**1.1 Meetings.**

**1.1.1 Place.** Meetings of the stockholders shall be held at such place as may be designated by the board of directors.

**1.1.2 Annual Meeting.** An annual meeting of the stockholders for the election of directors and for other business shall be held on such date and at such time as may be fixed by the board of directors.

**1.1.3 Special Meetings.** Special meetings of the stockholders may be called at any time by the chairman, the board of directors, or the holders of a majority of the outstanding shares of stock of the Corporation entitled to vote at the meeting.

**1.1.4 Quorum.** The presence, in person or by proxy, of the holders of a majority of the outstanding shares of stock of the Corporation entitled to vote on a particular matter shall constitute a quorum for the purpose of considering such matter.

**1.1.5 Voting Rights.** Except as otherwise provided herein, in the certificate of incorporation or by law, every stockholder shall have the right at every meeting of stockholders to one vote for every share standing in the name of such stockholder on the books of the Corporation which is entitled to vote at such meeting. Every stockholder may vote either in person or by proxy.

**ARTICLE II**

**DIRECTORS**

**2.1 Number and Term.** The board of directors shall have authority to (i) determine the number of directors to constitute the board and (ii) fix the terms of office of the directors.

**2.2 Powers; Qualifications.** All corporate powers of the Corporation shall be exercised, and the business and affairs of the Corporation shall be managed, by or under the direction of the board of directors, except such powers expressly conferred upon or reserved to the stockholders, and subject to any limitations set forth by law, by the certificate of incorporation or by these bylaws. Directors must be natural persons 18 years of age or older.

**2.3 Meetings.**

**2.3.1 Place.** Meetings of the board of directors shall be held at such place as may be designated by the board or in the notice of the meeting.

**2.3.2 Regular Meetings.** Regular meetings of the board of directors shall be held at such times as the board may designate. Notice of regular meetings need not be given.

**2.3.3 Special Meetings.** Special meetings of the board may be called by direction of the chairman or any two members of the board on three days' notice to each director, either personally or by mail, telegram, e-mail or facsimile transmission.

**2.3.4 Quorum.** A majority of all the directors in office shall constitute a quorum for the transaction of business at any meeting.

**2.3.5 Voting.** Except as otherwise provided herein, in the certificate of incorporation or by law, the vote of a majority of the directors present at any meeting at which a quorum is present shall constitute the act of the board of directors.

**2.3.6 Committees.** The board of directors may, by resolution adopted by a majority of the whole board, designate one or more committees, each committee to consist of one or more directors and such alternate members (also directors) as may be designated by the board. Unless otherwise provided herein, in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may perform any act and execute any instrument for the conduct of such business and operations, (ii) the chairman shall preside at all meetings of the board and stockholders, (iii) the other officers shall have the duties customarily related to their respective offices, and (iv) any vice president, or vice presidents in the order determined by the board, shall in the absence of the chief executive officer have the authority and perform the duties of the chief executive officer.

**ARTICLE III**

**OFFICERS**

**3.1 Election.** At its first meeting after each annual meeting of the stockholders, the board of directors shall elect such officers as it deems advisable.

**3.2 Authority, Duties and Compensation.** The officers shall have such authority, perform such duties and serve for such compensation as may be determined by resolution of the board of directors. Except as otherwise provided by board resolution, (i) the chief executive officer of the Corporation shall have general supervision over the business and operations of the Corporation, may perform any act and execute any instrument for the conduct of such business and operations, (ii) the chairman shall preside at all meetings of the board and stockholders, (iii) the other officers shall have the duties customarily related to their respective offices, and (iv) any vice president, or vice presidents in the order determined by the board, shall in the absence of the chief executive officer have the authority and perform the duties of the chief executive officer.

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**ARTICLE IV****INDEMNIFICATION**

**4.1 Right to Indemnification.** Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an “indemnitee”), where the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that, except as provided in Section 4.3 hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the Corporation. The Corporation is permitted to enter into indemnification agreements with its directors or officers.

**4.2 Right to Advancement of Expenses.** The right to indemnification conferred in Section 4.1 shall include the right to be paid by the Corporation the expenses incurred in defending any proceeding for which such right to indemnification is applicable in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified for such expenses under this Section 4.2 or otherwise.

**4.3 Right of Indemnitee to Bring Suit.** The rights to indemnification and to the advancement of expenses conferred in Section 4.1 and Section 4.2, respectively, shall be contract rights. If a claim under Section 4.1 or Section 4.2 is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (A) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (B) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the Delaware General Corporation Law. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Section 4.3 or otherwise shall be on the Corporation.

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**4.4 Non-Exclusivity of Rights.** The rights to indemnification and to the advancement of expenses conferred in this Article IV shall not be exclusive of any other right which any person may have or hereafter acquire under the certificate of incorporation, these bylaws, or any statute, agreement, vote of stockholders or disinterested directors or otherwise.

**4.5 Insurance.** The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

**4.6 Amendment of Rights.** Any amendment, alteration or repeal of this Article IV that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

**4.7 Indemnification of Employees and Agents of the Corporation.** The Corporation may, to the extent authorized from time to time by the board of directors, grant rights to indemnification, and to the advancement of expenses, to any employee or agent of the Corporation to the fullest extent of the provisions of this Section 4.7 with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

**4.8 Fund Indemnitors.** The foregoing right to the indemnity and advancement of expenses shall be in addition to any rights that the indemnitee may have at common law, pursuant to contract or otherwise (both as to action in his, her or its official capacity and as to action in another capacity while holding such position or related to the Corporation). It is hereby acknowledged that certain indemnitee may have certain rights to indemnification, advancement of expenses and/or insurance provided by Graham Partners, Inc. and/or its affiliates (excluding the Corporation and its subsidiaries, collectively, the “Fund Indemnitors”) and each of the directors and the Corporation hereby agrees that (i) the Corporation is the indemnitor of first resort (it being understood, for the avoidance of doubt, that the obligations of the Corporation hereunder to the indemnitee are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification (including, without limitation, through director and officer insurance policies) for the same expenses or liabilities incurred by the indemnitee are secondary); (ii) the Corporation shall be required to advance the full amount of expenses incurred by such indemnitee and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of these bylaws (or any other agreement between the Corporation and such indemnitee), without regard to any rights such indemnitee may have against the Fund Indemnitors; and (iii) the Corporation irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Fund Indemnitors on behalf of any indemnitee with respect to any claim for which such indemnitee has sought indemnification from the Corporation shall affect the foregoing and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such indemnitee against such party. The Corporation and the directors agree that the Fund Indemnitors are express third-party beneficiaries of the terms of this Section 4.8.

**ARTICLE V**

**SHARE CERTIFICATES AND TRANSFER**

**5.1 Share Certificates.** The shares of the Corporation shall be uncertificated shares. The Corporation shall, within a reasonable time after the issuance or transfer of uncertificated shares, send to the registered owner of the uncertificated shares a written notice containing the information required to be set forth or stated on share certificates as required by law or the certificate of incorporation. No share shall be issued until the consideration therefor, fixed as provided by law, has been fully paid.

**5.2 Transfers of Shares.** Shares of the Corporation shall be transferable in the manner prescribed by law and in these bylaws. Transfers of shares of the Corporation shall be made on the books of the Corporation only by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for transfer, or by such stockholder's attorney thereunto authorized by power of attorney duly executed and filed with the secretary or transfer agent of the Corporation.

**ARTICLE VI**

**MISCELLANEOUS**

**6.1 Amendments.** These bylaws may be amended or repealed at any regular or special meeting of the board of directors by vote of a majority of all directors in office or at any annual or special meeting of stockholders by vote of holders of a majority of the outstanding stock entitled to vote. Notice of any such annual or special meeting of stockholders shall set forth the proposed change or a summary thereof.

**6.2 Invalid Provisions.** If any one or more of the provisions of these bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these bylaws and all other applications of any provision shall not be affected thereby.

Effective: July 5, 2024