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): February 10, 2026

HILLENBRAND, INC.
(Exact name of registrant as specified in its charter)

Indiana	**1-33794**	**26-1342272**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

One Batesville Boulevard **Batesville, Indiana**	**47006**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (812) 931-5000

Not Applicable
(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. of Form 8-K):

☐ 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(s)**	**Name of each exchange on which registered**
Common Stock, without par value	HI	New York Stock Exchange

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

This Current Report on Form 8-K is being filed in connection with the completion on February 10, 2026 of the previously announced transactions contemplated by the Agreement and Plan of Merger, dated as of October 14, 2025 (the "Merger Agreement"), by and among Hillenbrand, Inc., an Indiana corporation (the "Company" or "Hillenbrand"), LSF12 Helix Parent, LLC, a Delaware limited liability company ("Parent"), and LSF12 Helix Merger Sub, Inc., an Indiana corporation and a wholly owned subsidiary of Parent ("Merger Sub"), providing for the merger of Merger Sub with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Parent. Parent and Merger Sub are affiliates of Lone Star Fund XII, L.P. ("Lone Star").

The description of the Merger Agreement and related transactions (including, without limitation, the Merger) in this Current Report on Form 8-K does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Merger Agreement, which is attached as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on October 16, 2025 and incorporated herein by reference.

Item 1.01 Entry into a Material Definitive Agreement.

Parent Credit Agreement

Substantially concurrently with the effective time of the Merger (the "Effective Time"), Parent, LSF12 Helix Holdco, L.P. ("Holdings 1"), LSF12 Helix Intermediate GP, LLC ("Holdings 2", and together with Holdings 1, "Holdings"), LSF12 Helix Intermediate, L.P. ("Intermediate Holdings") and LSF12 Helix CFHN Holdco, LLC (the "Co-Borrower") entered into (i) a credit agreement, dated as of February 10, 2026 (the "Senior Secured Facilities Credit Agreement"), with the lenders party thereto and Bank of America, N.A., as administrative agent and collateral agent (in such capacities, the "Administrative Agent"), and (ii) a credit agreement, dated as of February 10, 2026 (the "LC Facility Agreement"), with the lenders and issuing banks party thereto, Banco Santander, S.A., as administrative agent (in such capacity, the "LC Administrative Agent"), and Wilmington Trust, National Association, as collateral agent (in such capacity, the "LC Collateral Agent"). The Senior Secured Facilities Credit Agreement provides for a senior secured first-lien term loan facility comprised of a tranche denominated in U.S. dollars in an aggregate principal amount of up to $1,800.0 million (the "Term Loan Facility") and a senior secured first-lien multi-currency revolving credit facility in an initial aggregate committed amount of $430.0 million (the "Revolving Credit Facility", and together with the Term Loan Facility, the "Senior Secured Credit Facilities"). The LC Facility Agreement provides for a senior secured first-lien multi-currency letter of credit and bank guarantee facility in an aggregate committed amount of $350.0 million (the "Senior Secured LC Facility").

The obligations under the Senior Secured Credit Facilities and the Senior Secured LC Facility are guaranteed by Holdings, Intermediate Holdings and certain existing direct or indirect wholly owned domestic material subsidiaries of Holdings (including Parent and the Company) and will be required to be guaranteed by certain future direct or indirect wholly owned domestic material subsidiaries of Holdings (such existing and future direct or indirect wholly owned domestic material subsidiaries of Holdings, the "Subsidiary Guarantors"), and such obligations and guarantees are secured by substantially all of the assets of Holdings, Intermediate Holdings, Parent, the Co-Borrower, the Company and the other Subsidiary Guarantors, in each case, subject to customary exceptions and exclusions.

Parent Secured Notes

On February 5, 2026, Parent issued $500 million aggregate principal amount of 7.125% Senior Secured Notes due 2033 (the "Parent Secured Notes" and, together with the Senior Secured Credit Facilities, the "Parent Debt"), pursuant to an indenture, dated as of February 5, 2026 (the "Parent Indenture"), among Parent and Wilmington Trust, National Association, as trustee (in such capacity, the "Parent Trustee") and as notes collateral agent (in such capacity, the "Parent Notes Collateral Agent"). Substantially concurrently with the Effective Time, Parent, Intermediate Holdings, the Co-Borrower, the Company, the other Subsidiary Guarantors, the Parent Trustee and the Parent Notes Collateral Agent entered into (i) a supplemental indenture, dated as of February 10, 2026 (the "Parent Supplemental Indenture"), to the Parent Indenture, pursuant to which Intermediate Holdings, the Co-Borrower, the Company and the other Subsidiary Guarantors provided a guarantee of Parent's obligations under the Parent Secured Notes. Substantially concurrently with the Effective Time, the Parent Secured Notes and related guarantees became secured by first-priority liens on substantially all of the assets of Intermediate Holdings, Parent, the Co-Borrower, the Company and the other Subsidiary Guarantors, in each case, subject to customary exceptions and exclusions.

Interest on the Parent Secured Notes will accrue from February 5, 2026 and is payable semi-annually in arrears on February 1 and August 1 of each year, beginning on August 1, 2026, at a rate of 7.125% per year. The Parent Secured Notes will mature on February 1, 2033 unless earlier redeemed or repurchased.

Prior to February 1, 2028, Parent may redeem some or all of the Parent Secured Notes at a price equal to 100% of the principal amount, plus a "make–whole" premium, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. At any time on or after February 1, 2028, Parent may redeem the Parent Secured Notes, in whole at any time or in part from time to time, at the redemption prices set forth in the Parent Indenture, plus accrued and unpaid interest, if any, to, but excluding, the redemption date.

In addition, at any time prior to February 1, 2028, Parent may redeem up to 40% of the aggregate principal amount of the Parent Secured Notes using the net cash proceeds from certain equity offerings at a redemption price equal to 107.125% of the principal amount of the Parent Secured Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. At any time prior to February 1, 2028, Parent may also redeem up to 10% of the original aggregate principal amount of the Parent Secured Notes issued under the Parent Indenture (including any additional Parent Secured Notes issued under the Parent Indenture) during each twelve-month period commencing on February 10, 2026, at its option, at a redemption price equal to 103% of the principal amount of the Parent Secured Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date.

The Parent Indenture and the Parent Secured Notes include restrictive covenants, events of default and other provisions that are customary for obligations of this type.

Company Notes

On January 9, 2026, the Company announced that it had commenced offers (the "Change of Control Offers") to purchase any and all of the Company 2029 Notes (as defined below) and the Company 2031 Notes (as defined below) at a repurchase price in cash equal to 101% of the aggregate principal amount of such Notes to be repurchased, plus accrued and unpaid interest, if any, on the Notes repurchased to, but not including, the date of repurchase. The Change of Control Offers expired at 5:00 PM, New York City Time, on February 9, 2026. $361.792 million aggregate principal amount of the Company 2029 Notes were repurchased and $330.591 million aggregate principal amount of the Company 2031 Notes were repurchased, each pursuant to the Change of Control Offers.

Substantially concurrently with the Effective Time, the Company and certain subsidiary guarantors (the "Company Subsidiaries"), entered into the following agreements:

(i) supplemental indenture no. 12, dated February 10, 2026 (the "Supplemental Indenture No. 12"), among the Company, the Company Subsidiaries and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (in such capacity, the "Company Notes Trustee") and as notes collateral agent (the "Company Notes Collateral Agent"), to the Company's Indenture, dated as of July 9, 2010 (the "Company Notes Base Indenture"), between the Company and the Company Notes Trustee, as supplemented by the Supplemental Indenture No. 7, dated as of March 3, 2021 ("Supplemental Indenture No. 7"), among the Company, the subsidiary guarantors party thereto and the Company Notes Trustee, and as further supplemented by Supplemental Indenture No. 10, dated as of December 21, 2023, by and among the Company, the subsidiary guarantors party thereto and the Company Notes Trustee (collectively with the Company Base Indenture and Supplemental Indenture No. 7, the "Company 2031 Notes Indenture"), governing the Company's 3.7500% Senior Notes due 2031 (the "Company 2031 Notes"); and

(ii) supplemental indenture no. 13, dated February 10, 2026 (the "Supplemental Indenture No. 13" and, together with the Supplemental Indenture No. 12, the "New Supplemental Indentures"), among the Company, the Company Subsidiaries, the Company Notes Trustee and the Company Notes Collateral Agent, to the Company Notes Base Indenture, as supplemented by Supplemental Indenture No. 11, dated as of February 14, 2024, by and among the Company, the subsidiary guarantors party thereto and the Company Notes Trustee (together with the Company Notes Base Indenture, the "Company 2029 Notes Indenture" and, together with the Company 2031 Notes Indenture, the "Company Indentures"), governing the Company's 6.2500% Senior Notes due 2029 (the "Company 2029 Notes" and, together with the Company 2031 Notes, the "Company Notes").

Pursuant to the New Supplemental Indenture, the Company Subsidiaries agreed to guarantee the Company's obligations under the respective series of Company Notes. In addition, concurrently with the Effective Time, the Company Notes and related guarantees became secured by first-priority liens on the capital stock of the Company Subsidiaries that hold principal property (as defined in the applicable Company Indenture), which will be pledged under the Parent Debt.

Item 1.02 Termination of a Material Definitive Agreement.

Substantially concurrently with the Effective Time, the Company repaid in full all loans and other outstanding obligations and caused the backstop, cash collateralization, replacement or other satisfaction of all outstanding letters of credit and bank guarantees issued under (i) the Fifth Amended and Restated Credit Agreement, dated as of July 9, 2025 (as amended, the "Credit Facility Agreement"), by and among the Company, certain subsidiaries of the Company party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent, and (ii) the Syndicated L/G Facility Agreement, dated as of June 21, 2022, (as amended, the "Syndicated L/G Facility Agreement", and together with the Credit Facility Agreement, the "Facilities"), by and among the Company, certain subsidiaries of the Company party thereto, the lenders party thereto and *Commerzbank Aktiengesellschaft*, as agent. In connection with such repayment, all obligations (other than certain customary continuing indemnification obligations), commitments and guarantees under the Facilities were released and terminated.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth in the Introductory Note and in Items 3.03, 5.01 and 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 2.01.

In accordance with the terms of the Merger Agreement, on February 10, 2026, at the Effective Time, Merger Sub merged with and into the Company, with the Company surviving the Merger as a wholly owned subsidiary of Parent.

At the Effective Time, pursuant to the Merger Agreement, each share of the Company's Common Stock, without par value ("Company Common Stock"), issued and outstanding immediately prior to the Effective Time, other than shares of Company Common Stock owned by the Company, any wholly owned subsidiary of the Company, Parent, Merger Sub or any other wholly owned subsidiary of Parent (each of which was cancelled) (collectively, "Cancelled Shares"), was converted into the right to receive $32.00 in cash (the "Merger Consideration"), without interest and subject to any required tax withholding.

At the Effective Time, each outstanding option to purchase shares of Company Common Stock granted pursuant to any Hillenbrand equity incentive plan (each a "Company Option"), each outstanding Hillenbrand restricted stock unit subject solely to time-based vesting conditions that was granted on or prior to October 14, 2025, or to a non-employee member of the Company's Board of Directors (the "Board of Directors") at any time, each outstanding vested deferred share of Hillenbrand granted or deemed purchased pursuant to a Hillenbrand equity incentive or deferred compensation plan and each outstanding restricted stock unit subject to both time-based and performance-based vesting conditions granted pursuant to a Hillenbrand equity incentive plan (each a "Company Performance-Based Restricted Stock Unit") vested in full and was cashed out based on the Merger Consideration, less any required tax withholding and, in the case of a Company Option, less the applicable per share exercise price, with the number of shares of Company Common Stock subject to each Company Performance-Based Restricted Stock Unit determined by deeming the applicable performance goals to be achieved at the greater of the target level of performance and the actual level of performance measured through the date immediately prior to the Effective Time. Company Options with a per share exercise price equal to or greater than the Merger Consideration were canceled for no consideration upon the Effective Time. Each restricted stock unit granted after October 14, 2025 (other than any such awards granted to a non-employee member of the Board of Directors) that was outstanding at the Effective Time was converted into a cash award (a "Restricted Cash Award") with a value equal to the Merger Consideration per share of Company Common Stock underlying the restricted stock unit and subject to the same terms and conditions as those that applied to the restricted stock unit that was converted into such cash award.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

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 in Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.01.

On February 10, 2026, the Company notified the New York Stock Exchange (the "NYSE") that the Merger had been completed and requested that the NYSE suspend trading of Company Common Stock prior to the opening of trading on February 10, 2026. In addition, on February 10, 2026, the Company requested that the NYSE file with the SEC a notification of removal from listing and registration on Form 25 to effect the delisting of all shares of Company Common Stock from the NYSE and the deregistration of the Company Common Stock under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). As a result, Company Common Stock will no longer be listed on the NYSE.

The Company intends to file a certification on Form 15 with the SEC to suspend its reporting obligations under Sections 13 and 15(d) of the Exchange Act.

Item 3.03 Material Modification to Rights of Security Holders.

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

At the Effective Time, each holder of Company Common Stock issued and outstanding immediately prior to the Effective Time ceased to have any rights as a shareholder of the Company (other than the right of the holders of Company Common Stock (other than Cancelled Shares) to receive the Merger Consideration pursuant to the Merger Agreement).

Item 5.01 Changes in Control of Registrant.

The information set forth in the Introductory Note and Items 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 Merger, on February 10, 2026, a change in control of the Company occurred, and the Company is now a wholly owned subsidiary of Parent, which is owned and controlled by funds managed by Lone Star.

The aggregate Merger Consideration was approximately $2.25 billion, which was funded through a combination of cash on hand, equity contributions from funds associated with Lone Star, and proceeds from debt financing.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

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

In accordance with the Merger Agreement, effective as of the Effective Time, Helen W. Cornell, Stuart A. Taylor II, Neil S. Novich, Joy M. Greenway, Gary L. Collar, Daniel C. Hillenbrand, Jennifer W. Rumsey, Dennis W. Pullin, Inderpreet Sawhney and Joseph T. Lower, comprising ten of the members of the Board of Directors immediately prior to the Effective Time, resigned from the Board of Directors and the committees of the Board of Directors, if any, on which they served. Immediately following the Effective Time, Kimberly K. Ryan (the "New Director") was appointed as the director of the Company. At the time of filing this Current Report on Form 8-K, the committee(s) to which the New Director will be named have not yet been determined.

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

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

At the Effective Time, the articles of incorporation and by-laws of the Company were each amended and restated in their entirety as set forth in Exhibits 3.1 and 3.2, respectively, to this Current Report on Form 8-K, which exhibits are incorporated by reference into this Item 5.03.

Item 8.01 Other Events.

On February 10, 2026, the Company issued a press release announcing the closing of the Merger. The press release is furnished hereto as Exhibit 99.1 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*.

Exhibit No.	Description
Exhibit 2.1	Agreement and Plan of Merger, dated as of October 14, 2025, by and among Parent, Merger Sub and the Company (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on October 16, 2025)
Exhibit 3.1	Articles of Incorporation of Hillenbrand, Inc.
Exhibit 3.2	Bylaws of Hillenbrand, Inc.
Exhibit 99.1	Press release dated February 10, 2026
Exhibit 104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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 hereunto duly authorized.

Date: February 10, 2026

HILLENBRAND, INC.

By: /s/ Nicholas Farrell
Nicholas Farrell
Senior Vice President, General Counsel and Secretary

ARTICLES OF INCORPORATION
OF
HILLENBRAND, INC.

The undersigned incorporator, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Business Corporation Law, as amended (hereinafter referred to as the "IBCL"), hereby executes the following Articles of Incorporation (the "Articles").

ARTICLE I
NAME AND PRINCIPAL OFFICE

Section 1.1 **Name.** The name of the Corporation is Hillenbrand, Inc.

Section 2.1 **Principal Office.** The principal office of the Corporation is located at 6688 North Central Expressway, Suite 1600, Dallas, TX 75206.

ARTICLE II
PURPOSES AND POWERS

Section 2.2 **Purposes of the Corporation.** 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 IBCL.

Section 2.3 **Corporate Powers.** The Corporation shall have (i) all powers now or hereafter authorized or vested in corporations pursuant to the provisions of the IBCL; (ii) all powers now or hereafter vested in corporations by common law or any other statute or act; and (iii) all powers authorized by or vested in the Corporation by the provisions of these Articles or by the provisions of its Bylaws as from time to time are in effect.

ARTICLE III
EFFECTIVE DATE; PERIOD OF EXISTENCE

Section 3.1 **Effective Date.** These Articles shall become effective when filed with the Indiana Secretary of State.

Section 3.2 **Period of Existence.** The period during which the Corporation shall continue is perpetual.

ARTICLE IV
REGISTERED AGENT

The Corporation's commercial registered agent is CT Corporation System, 334 North Senate Avenue, Indianapolis, Indiana 46204-1708. The undersigned Incorporator of the Corporation hereby represents that the registered agent named herein has consented to the appointment of registered agent.

ARTICLE V
AUTHORIZED SHARES

Section 5.1 **Number of Shares.** The total number of shares of capital stock which the Corporation is authorized to issue is 1,000.

Section 5.2 **Classes of Shares.** The authorized shares of capital stock of the Corporation shall consist of 1,000 shares of Common Stock, without par value ("Common Stock"), and zero shares of Preferred Stock, without par value ("Preferred Stock"). The Corporation's Board of Directors (the "Board") shall have the authority to authorize and direct the issuance by the Corporation of shares of Common Stock and Preferred Stock at such times, in such amounts, to such persons, for such considerations, and upon such terms and conditions as it may from time to time determine, subject only to the restrictions, limitations, conditions, and requirements imposed by the IBCL, other applicable laws, and these Articles, as the same may from time to time be amended.

(a) **Common Stock.**

(1) **General.** All shares of Common Stock shall have the same preferences, limitations, voting rights, and privileges. Holders of Common Stock shall have unlimited voting rights and shall be entitled to receive the net assets of the Corporation upon dissolution. The voting, dividend, and liquidation rights of the holders of Common Stock are subject to and qualified by the rights, powers, and preferences of the holders of Preferred Stock, if any, as may be designated by resolution of the Board with respect to any series of Preferred Stock as authorized herein.

(2) **Voting Rights.** The holders of Common Stock are entitled to one vote for each share of Common Stock standing in such shareholder's name on the books of the Corporation on each matter voted on at a meeting of shareholders (and written actions in lieu of meetings). There shall be no cumulative voting.

(3) **Dividends.** Dividends or distributions may be declared and paid upon outstanding shares of Common Stock from time to time in the discretion of the Board in compliance with applicable provisions of the IBCL. Dividends payable in the shares of any kind or class of stock of the Corporation may be paid to the holders of Common Stock of that or any other kind or class of shares.

(b) **Preferred Stock.**

(1) **General.** Preferred Stock may be issued from time to time in one or more series, each of such series to consist of such number of shares and to have such terms, rights, powers, and preferences, and the qualifications and limitations with respect thereto, as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board as hereinafter provided. Any shares of Preferred Stock which may be redeemed, purchased, or acquired by the Corporation may be reissued except as otherwise provided by law or by the terms of any series of Preferred Stock.

(2) **Blank Check Preferred.** Authority is hereby expressly granted to the Board to issue from time to time the Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions providing for the issuance of the shares thereof, to determine and fix such voting powers, designations,

preferences, and relative participating, optional, or other special rights, and qualifications, limitations or restrictions thereof, including, without limitation, dividend rights, special voting rights, conversion rights, redemption privileges, and liquidation preferences, as shall be stated and expressed in such resolutions. Without limiting the generality of the foregoing, and subject to the rights of any series of Preferred Stock then outstanding, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to the Preferred Stock of any other series to the extent permitted by law.

Section 5.3 **Restrictions on Transfer of Shares.** The rights of shareholders of the Corporation to sell, pledge, hypothecate, gift, or otherwise dispose of any shares of capital stock may be subject to restrictions which may be set forth in these Articles, the Bylaws of the Corporation, an agreement between one or more shareholders and the Corporation, or in another agreement. Any attempted sale, pledge, hypothecation, gift, or other disposal of any shares in violation of the terms and conditions found in these Articles, the Bylaws, or any other agreement shall be null and void.

Section 5.4 **Acquisition of Shares.** The Board shall have the authority to authorize and direct the acquisition by the Corporation of issued and outstanding shares of any class of stock of the Corporation at such times, in such amounts, from such persons, for such considerations, from such sources, and upon such terms and conditions as it may from time to time determine, subject only to the restrictions, limitations, conditions, and requirements imposed by the IBCL, other applicable laws, and these Articles, as the same may from time to time be amended.

ARTICLE VI
DIRECTORS

Section 6.1 **Powers and Duties; Number of Directors.** The powers and duties conferred and imposed upon the Board by the IBCL shall be exercised and performed, in accordance with Sections 23-1-33-1 through 23-1-35-5 thereof governing the action of directors; *provided, however*, pursuant to Section 23-1-33-1(b) of the IBCL, certain of such powers and duties of the Board as described herein may be exercised and performed by one or more committees consisting of one or more members of the Board and one or more other persons to the extent such powers and duties are delegated thereto by the Board. The number of directors of the Corporation shall consist of at least one and no more than seven. The number of directors of the Corporation may from time to time be fixed by or in accordance with the Bylaws of the Corporation.

Section 6.2 **Vacancies.** Subject to the rights of the holders of any class of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors shall be filled by a vote of the shareholders of the Corporation or by a majority of the entire Board, and any vacancies on the Board resulting from death, disability ("disability," which for purposes of this Section 6.2 shall mean illness, physical or mental disability, or other incapacity), resignation, retirement, disqualification, removal from office, or other cause shall be filled by a vote of the shareholders of the Corporation or by a majority of the directors then in office. Notwithstanding the foregoing, any decrease in the number of directors constituting the Board shall not affect the tenure of office of any director.

Section 6.3 **Liability of Directors.** A director's responsibility to the Corporation shall be limited to discharging his or her duties as a director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director reasonably believes to be in the best interests of the Corporation, all based on the facts then known to the director. In discharging his or her duties, a director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

(a) One or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented;

(b) Legal counsel, public accountants, or other persons as to matters the director reasonably believes are within such person's professional or expert competence; or

(c) A committee of the Board of which the director is not a member if the director reasonably believes the committee merits confidence;

but a director is not acting in good faith if the director has knowledge concerning the matter in question that makes reliance otherwise permitted by this Section 6.3 unwarranted. A director shall not be liable for any action taken as a director, or any failure to take any action, unless (i) the director has breached or failed to perform the duties of the director's office in compliance with this Section 6.3; and (ii) the breach or failure to perform constitutes willful misconduct or recklessness.

Section 6.4 **Factors to be Considered by Board of Directors.** In determining whether to take or refrain from taking any action with respect to any matter, including making or declining to make any recommendation to shareholders of the Corporation, the Board may, in its discretion, consider both the short-term and long-term best interests of the Corporation (including the possibility that these interests may be best served by the continued independence of the Corporation), taking into account, and weighing as the directors deem appropriate, the social and economic effects thereof on the Corporation's present and future employees, suppliers, and customers of the Corporation and its subsidiaries, the communities in which offices or other facilities of the Corporation are located, and any other factors the directors consider pertinent.

Section 6.5 **Qualifications of Directors.** Directors need not be shareholders of the Corporation or residents of the State of Indiana or any other state in the United States.

Section 6.6 **Removal of Directors.** Any or all of the members of the Board may be removed, for good cause, only at a meeting of the shareholders of the Corporation called expressly for that purpose, by the affirmative vote of the holders of at least a majority of the combined voting power of all classes of shares of capital stock entitled to vote in the election of directors voting together as a single class. Directors may not be removed in the absence of good cause.

Section 6.7 **Election of Directors by Holders of Preferred Stock.** The holders of one or more series of Preferred Stock may be entitled to elect all or a specified number of directors, but only to the extent and subject to the limitations as may be set forth in the provisions of these Articles adopted by the Board pursuant to Section 5.2(b) hereof describing the terms of the series of Preferred Stock.

Section 6.8 **Committees.** Pursuant to Section 23-1-34-6 of the IBCL and the Bylaws of the Corporation, the Board may appoint one or more committees composed of one or more directors or other persons delegated such powers and duties by the Board.

Section 6.9 **Appointment of Officers.** The Corporation shall have the officers described in, and elected or appointed by the Board in accordance with, the Bylaws of the Corporation.

Section 6.10 **Election Not to Be Governed by IBCL Section 23-1-33-6(c).** If, at any time, the Corporation has a class of voting shares registered with the Securities and Exchange Commission (the "SEC") under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Corporation shall not be governed by any of the provisions set forth in Section 23-1-33-6(c) of the IBCL.

ARTICLE VII
INDEMNIFICATION OF
DIRECTORS, OFFICERS, AND OTHER ELIGIBLE PERSONS

Section 7.1 **Right to Indemnification for Matters Relating to the Period at or Prior to the Effective Time**. Reference is made to that certain Agreement and Plan of Merger, by and among the Corporation, LSF12 Helix Merger Sub, Inc. ("Merger Sub") and LSF12 Helix Parent, LLC, a Delaware limited liability company ("Parent"), dated as of October 14, 2025 (the "Merger Agreement"), setting forth, among other things, the terms and conditions of the merger of the Corporation with and into the Merger Sub (the effective time of such merger, the "Effective Time"), with the Corporation continuing as the surviving corporation of the merger as a direct or indirect wholly-owned subsidiary of the Parent.

The provisions in this Section 7.1 (i) shall apply to actual or alleged acts, omissions, facts, events or any other matters actually or allegedly occurring at any time at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time (including any matters arising in connection with or relating to the transactions contemplated by the Merger Agreement, including the Merger) with respect to Eligible Persons (as defined below), (ii) shall supersede provisions in the Bylaws to the extent such provisions in the Bylaws are less favorable to Eligible Persons and (iii) are without limitation to, and not in lieu of, the Eligible Persons' separate and independent right and benefits under Section 6.7 of the Merger Agreement:

(a) **Definitions**. As used in this Section 7.1:

(i) "expenses" includes all direct and indirect costs of any type or nature whatsoever (including, without limitation, all attorneys' fees and related disbursements and other out-of-pocket costs) actually and reasonably incurred by an Eligible Person (as hereinafter defined) in connection with the investigation, defense, settlement, or appeal of a proceeding or establishing or enforcing a right to indemnification or advancement of expenses under this Section 7.1; provided, however, that expenses shall not include any judgments, fines, ERISA excise taxes or penalties, or amounts paid in settlement of a proceeding.

(ii) "proceeding" includes, without limitation, any threatened, pending, or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing, or any other proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, whether by a third party or by or in the right of the Corporation, by reason of the fact that an Eligible Person is or was a director, officer, or employee of the Corporation or, while a director, officer, or employee of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, member, manager, trustee, employee, fiduciary, or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust, employee benefit plan, or other enterprise, or an affiliate of the Corporation, whether for profit or not.

(b) **Indemnity**. The Corporation shall indemnify any person who is or was a director or officer of the Corporation ("Eligible Person") in accordance with the provisions of this Section 7.1(b) if the Eligible Person is a party to or threatened to be made a party to any proceeding against all expenses, judgments, fines (including any excise tax or penalty assessed with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by the Eligible Person in connection with such proceeding, but only (a) if the Eligible Person acted in good faith, and (b) (i) in the case of conduct in the Eligible Person's official capacity with the Corporation, if the Eligible Person acted in a manner which the Eligible Person reasonably believed to be in the best interests of the Corporation, or (ii) in the case of conduct other than in the Eligible Person's official capacity with the Corporation, if the Eligible Person acted in a manner which the Eligible Person reasonably believed was at least not opposed to the best interests of the Corporation, and (c) in the case of a criminal proceeding, the Eligible Person had reasonable cause to believe that the Eligible Person's conduct was lawful or had no reasonable cause to believe that the Eligible Person's conduct was unlawful, and (d) if required by the IBCL, the Corporation makes a determination that indemnification of the Eligible Person is permissible because the Eligible Person has met the standard of conduct as set forth in the IBCL.

(c) **Indemnification of Expenses of Successful Party.** Notwithstanding any other provisions of this Section 7.1, to the extent that the Eligible Person of the Corporation has been wholly successful, on the merits or otherwise, in the defense of any proceeding or in defense of any claim, issue, or matter therein, including the dismissal of an action without prejudice, the Corporation shall indemnify the Eligible Person against all expenses incurred in connection therewith.

(d) **Additional Indemnification**. Notwithstanding any limitation in Sections 7.1(b), (c) or (d), the Corporation shall indemnify the Eligible Person to the full extent authorized or permitted by any amendments to or replacements of the IBCL adopted after the date of adoption of this Section 7.1 that increase the extent to which a corporation may indemnify its Eligible Persons if the Eligible Person is a party to or threatened to be made a party to any proceeding against all expenses, judgments, fines (including any excise tax or penalty assessed with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by the Eligible Person in connection with such proceeding.

(e) **Exclusions**. Notwithstanding any provision in this Section 7.1, the Corporation shall not be obligated under this Section 7.1 to make any indemnity or advance expenses in connection with any claim made against the Eligible Person:

i. for which payment has actually been made to or on behalf of the Eligible Person under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under such insurance or other indemnity provision;

ii. if a court having jurisdiction in the matter shall finally determine that an Eligible Person derived an improper personal benefit from any transaction;

iii. if a court having jurisdiction in the matter shall finally determine that an Eligible Person is liable for disgorgement of profits resulting from the purchase and sale or sale and purchase by the Eligible Person of securities of the Corporation in violation of Section 16(b) of the Exchange Act or similar provisions of any federal, state, or local statutory law or common law;

iv. if a court having jurisdiction in the matter shall finally determine that such indemnification is not lawful under any applicable statute; or

v. if such indemnification is not lawful under any applicable public policy (in this respect, if applicable, both the Corporation and the Eligible Person have been advised that the SEC takes the position that indemnification for liabilities (i) arising under the federal securities laws or (ii) for the recovery of erroneously awarded compensation as a result of material noncompliance with accounting rules are both against public policy and are, therefore, unenforceable and that claims for indemnification should be submitted to appropriate courts for adjudication); or

vi. in connection with any proceeding (or part thereof) initiated by the Eligible Person against the Corporation or its directors, officers, or employees, unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board, (iii) such indemnification is provided by the Corporation, in its sole discretion, pursuant to the powers vested in the Corporation under applicable law, or (iv) the proceeding is initiated pursuant to Section 7.1(i) hereof and the Eligible Person is successful in whole or in part in such proceeding.

(f) **Advancement of Expenses**. The expenses incurred by the Eligible Person in any proceeding shall, subject to Section 7.1(f), be paid promptly by the Corporation upon demand and in advance of final disposition of the proceeding at the written request of the Eligible Person, if (a) the Eligible Person furnishes the Corporation with a written affirmation of the Eligible Person's good faith belief that the Eligible Person has met the standard of conduct required by the IBCL or this Section 7.1, (b) the Eligible Person furnishes the Corporation with a written undertaking to repay such advance to the extent that it is ultimately determined that the Eligible Person did not meet the standard of conduct that would entitle the Eligible Person to indemnification, and (c) if required by the IBCL, the Corporation makes a determination that the facts known to those making the determination would not preclude indemnification under the IBCL. Such advances shall be made without regard to the Eligible Person's ability to repay such expenses.

(g) **Notification and Defense of Claim**. To obtain indemnification under this Section 7.1, as soon as practicable after receipt by the Eligible Person of notice of the commencement of any proceeding, the Eligible Person shall, if a claim in respect thereof is to be made against the Corporation under this Section 7.1, notify the Corporation of the commencement thereof; provided, however, that the omission so to notify the Corporation will not relieve the Corporation from any liability which it may have to the Eligible Person otherwise than under this Section 7.1. With respect to any such proceeding as to which the Eligible Person notifies the Corporation of the commencement thereof:

i. The Corporation will be entitled to participate therein at its own expense.

ii. Except as otherwise provided below, the Corporation may, at its option and jointly with any other indemnifying party similarly notified and electing to assume such defense, assume the defense thereof, with legal counsel reasonably satisfactory to the Eligible Person. The Eligible Person shall have the right to employ separate counsel in such proceeding, but the Corporation shall not be liable to the Eligible Person under this Section 7.1, including Section 7.1(g) hereof, for the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense, unless (i) the Eligible Person reasonably concludes that there may be a conflict of interest between the Corporation and the Eligible Person in the conduct of the defense of such proceeding or (ii) the Corporation does not employ counsel to assume the defense of such proceeding. The Corporation shall not be entitled to assume the defense of any proceeding brought by the Corporation or as to which the Eligible Person shall have made the conclusion provided for in (i) above.

iii. If two or more persons who may be entitled to indemnification from the Corporation, including the Eligible Person, are parties to any proceeding, the Corporation may require the Eligible Person to engage the same legal counsel as the other parties. The Eligible Person shall have the right to employ separate legal counsel in such proceeding, but the Corporation shall not be liable to the Eligible Person under this Section 7.1, including Section 7.1(g) hereof, for the fees and expenses of such counsel incurred after notice from the Corporation of the requirement to engage the same counsel as other parties, unless the Eligible Person reasonably concludes that there may be a conflict of interest between the Eligible Person and any of the other parties required by the Corporation to be represented by the same legal counsel.

iv. The Corporation shall not be liable to indemnify the Eligible Person under this Section 7.1 for any amounts paid in settlement of any proceeding effected without its written consent in advance which consent shall not be unreasonably withheld. The Corporation shall be permitted to settle any proceeding the defense of which it assumes, except the Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on the Eligible Person without the Eligible Person's written consent, which consent shall not be unreasonably withheld.

(h) **Enforcement**. Any right to indemnification or advances granted by this Section 7.1 to the Eligible Person shall be enforceable by or on behalf of the Eligible Person in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within 90 days of a written request therefor. The Eligible Person, in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting the claim. Neither the failure of the Corporation (including its Board or its shareholders) to make a determination prior to the commencement of such enforcement action that indemnification of the Eligible Person is proper in the circumstances, nor an actual determination by the Corporation (including its Board or its shareholders) that such indemnification is improper, shall be a defense to the action or create a presumption that the Eligible Person is not entitled to indemnification under this Section 7.1 or otherwise. The termination of any proceeding by judgment, order of court, settlement, conviction, or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that the Eligible Person is not entitled to indemnification under this Section 7.1 or otherwise.

(i) **Partial Indemnification**. If the Eligible Person is entitled under any provisions of this Section 7.1 to indemnification by the Corporation for some or a portion of the expenses, judgments, fines (including any excise tax or penalty assessed with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by the Eligible Person in the investigation, defense, appeal, or settlement of any proceeding but not, however, for the total amount thereof, the Corporation shall indemnify the Eligible Person for the portion of such expenses, judgments, fines (including any excise tax or penalty assessed with respect to any employee benefit plan) and amounts paid in settlement to which the Eligible Person is entitled.

(j) **Nonexclusivity; Survival; Successors and Assigns**. The indemnification and advance payment of expenses as provided by this Section 7.1 shall not be deemed exclusive of any other rights to which the Eligible Person may be entitled under the Corporation's articles of incorporation or any agreement, any vote of shareholders or directors, the IBCL, or otherwise, both as to action in the Eligible Person's official capacity and as to action in another capacity. The right of the Eligible Person to indemnification under this Section 7.1 shall vest at the time of occurrence or performance of any event, act or omission or any alleged event, act or omission giving rise to any action, suit or proceeding and, once vested, shall survive any actual or purported amendment, restatement or repeal of this Section 7.1 by the Corporation or its successors or assigns whether by operation of law or otherwise and shall survive termination of the Eligible Person's services to the Corporation and shall inure to the benefit of the heirs, personal representatives, and estate of the Eligible Person.

(k) **Severability**. If this Section 7.1 or any portion thereof is invalidated on any ground by any court of competent jurisdiction, the Corporation shall indemnify the Eligible Person as to expenses, judgments, fines (including any excise tax or penalty assessed with respect to any employee benefit plan) and amounts paid in settlement with respect to any proceeding to the full extent permitted by any applicable portion of this Section 7.1 that is not invalidated or by any other applicable law.

(l) **Subrogation**. In the event of payment under this Section 7.1, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the Eligible Person, who shall as a condition of receiving indemnification hereunder execute all documents required and shall do all acts necessary or desirable to secure such rights and to enable the Corporation effectively to bring suit to enforce such rights.

(m) Notwithstanding anything to the contrary contained in these Articles, the provisions of this Section 7.1 shall not, for a period of at least six (6) years from and after the Effective Time, be amended, repealed or otherwise modified in any manner that would adversely affect the rights hereunder or under the Bylaws of the Eligible Person.

Section 7.2 **Rights to Indemnification for Matters Relating to the Period after the Effective Time.** The provisions in this Section 7.2 shall apply with respect to matters relating to the period following the Effective Time and that are not otherwise the subject of Section 7.1:

(a) **Indemnification of Directors and Officers.** The Corporation shall, to the fullest extent permitted by the IBCL, or any other applicable laws, as from time to time in effect, indemnify any member of the Board or any officer of the Corporation who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal (an "Action"), by reason of the fact that such director or officer is or was a director or officer or who, while serving as such director or officer, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent (an "Authorized Capacity") of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not (individually, "Another Entity"), against expenses, including attorneys' fees ("Expenses"), judgments, penalties, fines (including excise taxes assessed with respect to employee benefit plans) and amounts paid in settlement actually and reasonably incurred by him or her in connection with such Action if such person acted in good faith and in a manner he or she reasonably believed, in the case of conduct in his or her official capacity, was in the best interests of the Corporation, and in all other cases was not opposed to the best interests of the Corporation, and, with respect to any criminal Action, he or she either had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful. The termination of any Action by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not meet the prescribed standards of conduct.

(b) **Indemnification of Employees and Agents.** The Corporation may, to the fullest extent permitted by the IBCL, or any other applicable laws, as from time to time in effect, indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed Action, by reason of the fact that he or she is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation in an Authorized Capacity for Another Entity, against Expenses, judgments, penalties, fines (including excise taxes assessed with respect to employee benefit plans) and amounts paid in settlement actually and reasonably incurred by him or her in connection with such Action if such person acted in good faith and in a manner he or she reasonably believed in the case of conduct in his or her official capacity was in the best interests of the Corporation, and in all other cases was not opposed to the best interests of the Corporation, and, with respect to any criminal Action, he or she either had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful. The termination of any Action, by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, be determinative that the person did not meet the prescribed standards of conduct.

(c) **Indemnification in Successfully Defended Actions.** To the extent that a director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in the defense of any Action referred to in Section 7.2(a) or (b), or in the defense of any claim, issue, or matter in any such Action, the Corporation shall indemnify him or her against Expenses actually and reasonably incurred by him or her in connection therewith.

(d) **Indemnification Procedure**. Unless ordered by a court, any indemnification of any person under Section 7.2(a) or (b) of this Section 7.2 shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of such person is proper in the circumstances because such person met the applicable standards of conduct. Such determination shall be made (i) by the Board, by a majority vote of a quorum consisting of directors who are not at the time parties to the Action involved ("Parties"), or (ii) if a quorum cannot be obtained under (i), by a majority vote of a committee duly designated by the Board (in which designation directors who are Parties may participate), consisting solely of two or more directors who are not at the time Parties, or (iii) by written opinion of special legal counsel (1) selected by the Board or its committee in the manner prescribed in (i) and (ii), respectively, or (2) if a quorum of the Board cannot be obtained and a committee cannot be designated under (i) and (ii), respectively, selected by a majority of the full Board, in which selection directors who are Parties may participate, or (iv) by the shareholders of the Corporation, voting together as a single class, provided that shares owned by or voted under the control of persons who are at the time Parties may not be voted on the determination. Authorization of indemnification and evaluation as to the reasonableness of Expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of Expenses shall be made by those entitled under (iii) to select counsel.

(e) **Good Faith Defined**. For purposes of any determination under this Section 7.2, a director shall be deemed to have acted in good faith and to have otherwise met the applicable standard of conduct set forth in Section 7.2 if the director's action is based on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by (i) one or more officers, employees, or agents of the Corporation or another enterprise whom the director reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, public accountants, appraisers, or other persons as to matters the director reasonably believes are within the person's professional or expert competence; or (iii) a committee appointed by the Board or by the board of directors of another enterprise, of which the director is not a member, if the director reasonably believes the committee merits confidence. The term "another enterprise" as used in this Section 7.2(e) shall mean Another Entity of which such director is or was serving at the request of the Corporation in an Authorized Capacity. The provisions of this Section 7.2(e) shall not be deemed to be exclusive or to limit in any way the circumstances in which a director may be deemed to have met the applicable standards of conduct set forth in Section 7.2.

(f) **Payment of Expenses in Advance**. Expenses reasonably incurred in connection with any Action by any director or officer may be paid or reimbursed by the Corporation in advance of the final disposition of such Action as authorized in the specific case in the same manner described in Section 7.2(d) upon receipt of a written affirmation of such director's or officer's good faith belief that he or she has met the standards of conduct described in Section 7.2(a) or (b) of this Section 7.2 and upon receipt of a written undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she did not meet the applicable standards of conduct and a determination is made under the procedure set forth in Section 7.2(d) that the facts then known to those making the determination would not preclude indemnification under this Section 7.2. Such an undertaking must be an unlimited general obligation of the person making it, but need not be secured and may be accepted by the Corporation without reference to such person's financial ability to make repayment.

(g) **Rights Not Exclusive**. The indemnification provided in this Section 7.2 shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under (i)(1) any law, (2) the Bylaws of the Corporation, (3) any resolution of the Board or of the Corporation's shareholders, (4) any other authorization, whenever adopted, after notice, by a majority vote of all shares entitled to vote thereon, (5) any contract, or (6) the articles of incorporation, bylaws or other governing documents, or any resolution of or other authorization by the directors, shareholders, partners, trustees, members, owners or governing body of Another Entity; (ii) shall inure to the benefit of the heirs, executors, and administrators of such person; and (iii) shall continue as to any such person who has ceased to be a director, officer, employee, or agent of the Corporation or to be serving in an Authorized Capacity for Another Entity.

(h) **Insurance**. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation in an Authorized Capacity of or for Another Entity, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of the person's status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Section 7.2.

(i) **Vested Right to Indemnification**. The right of any person to indemnification under this Section 7.2 shall vest at the time of the occurrence or performance of any event, act, or omission giving rise to the Action for which indemnification is sought, and, once vested, shall not later be impaired as a result of any amendment, repeal, alteration, or other modification of any or all of these provisions. Notwithstanding the foregoing, the indemnification afforded under this Section 7.2 shall be applicable to all alleged prior acts or omissions of any person seeking indemnification hereunder, regardless of the fact that such alleged prior acts or omissions may have occurred prior to the adoption of this Section 7.2, to the extent such prior acts or omissions cannot be deemed to be covered by this Section 7.2, the right of any individual to indemnification shall be governed by the indemnification provisions in effect at the time of such prior acts or omissions.

(j) **Additional Definitions**. For purposes of this Section 7.2, references to the "Corporation" shall include any domestic or foreign predecessor entity of the Corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction. Also for purposes of this Section 7.2, serving an employee benefit plan at the request of the Corporation shall include any service as a director, officer, employee, or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to any employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner such person reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" referred to in this Section 7.2. In addition, for purposes of this Section 7.2, "party" includes any individual who is or was a plaintiff, defendant, or respondent in any action, suit or proceeding, or who is threatened to be made a named defendant or respondent in any action, suit or proceeding. Finally, for purposes of this Section 7.2, "official capacity" when used with respect to a director shall mean the office of director of the Corporation; and when used with respect to an individual other than a director, shall mean the office in the Corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Corporation. "Official capacity" does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not.

Section 7.3 **Payments as a Business Expense**. Any payments made to any indemnified party under this Article VII or under any other right to indemnification shall be deemed to be an ordinary and necessary business expense of the Corporation, and payment thereof shall not subject any person responsible for the payment, or the Board, to any action for corporate waste or any similar action.

Section 7.4 **Amendment to the IBCL**. If the IBCL is amended after the filing of these Articles to authorize corporate action further eliminating or limiting the personal liability of the directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the IBCL as so amended.

ARTICLE VIII
INCORPORATOR

The name and address of the incorporator of the Corporation are Theresa R. Garcia, c/o Hudson Advisors L.P., 6688 North Central Expressway, Suite 1600, Dallas, TX 75206.

ARTICLE IX
AMENDMENT TO ARTICLES OF INCORPORATION AND BYLAWS.

Section 8.1 **Amendment of Articles of Incorporation.** The Corporation reserves the right to alter, amend, and repeal any provisions contained in these Articles in any manner now or hereafter prescribed or permitted by the provisions of the IBCL or any other pertinent enactment of the General Assembly of the State of Indiana, and all rights and powers conferred hereby on shareholders, directors, and officers of the Corporation in these Articles, or any amendment hereto, are granted subject to this reserved power.

Section 8.2 **Adoption and Amendment of Bylaws.** The Board shall have the exclusive power to make, alter, amend, and repeal the Bylaws of the Corporation upon the affirmative vote of not less than a majority of the directors.

BYLAWS
OF
HILLENBRAND, INC.

(Effective as of February 10, 2026)

ARTICLE I
IDENTIFICATION

Section 1.1. **Name.** The name of the Corporation is Hillenbrand, Inc. (the "Corporation").

Section 1.2. **Registered Office and Registered Agent.** The initial registered office and initial registered agent of the Corporation shall be as specified in the Articles of Incorporation of the Corporation (the "Articles"), but such registered office and registered agent may be changed from time to time by the Board of Directors of the Corporation (the "Board") in the manner provided by law and the registered office need not be identical to the principal office of the Corporation.

Section 1.3. **Principal Office and Other Offices.** The principal office of the Corporation shall be located at any place, within or without the State of Indiana, as designated in the Corporation's most current biennial report filed with the Indiana Secretary of State. The Corporation may also have offices at such other places or locations, within or without the State of Indiana, as the Board may determine or the business of the Corporation may require.

ARTICLE II
SHARES

Section 2.1. **Certificates for Shares.**

(a) **Form of Certificate.** Certificates representing shares of the Corporation ("Share Certificates") shall be in such form as the Board may prescribe from time to time, provided that each Share Certificate shall comply with all applicable requirements of Section 23-1-26-6(b), (c), and (d) of the Indiana Business Corporation Law (the "IBCL"). In addition each Share Certificate shall include such notations, legends, or statements as may be required by (i) IBCL Section 23-1-26-8 in order to make restrictions on the transfer or registration of transfer of shares enforceable against holders of the shares represented by the Share Certificate and transferees of such holder, and (ii) federal and Indiana securities laws. Notwithstanding the foregoing provisions of this Section 1.4(a) and any other provision of these Bylaws to the contrary, the Board may adopt a system of issuance, recordation, and transfer of the Corporation's shares by electronic or other means not involving the issuance of certificates, provided that any such system shall comply with the IBCL.

(b) **Officer Signatures.** Every Share Certificate shall be signed in the name of the Corporation by the President and the Secretary or an Assistant Secretary. Any and all of the signatures on the Share Certificate may be by facsimile.

Section 2.2. **Transfer of Shares.** When a Share Certificate, duly endorsed or accompanied by proper evidence of succession, assignment, authority to transfer and any other transfer documentation required by law or by agreement, is surrendered to the Secretary, Assistant Secretary or transfer agent of the Corporation, the Corporation shall cause a new Share Certificate to be issued to the person(s) entitled thereto, shall cancel the surrendered Share Certificate, and shall record the transaction upon its books.

Section 2.3. **Lost or Destroyed Certificates.** A new Share Certificate may be issued without the surrender and cancellation of a prior Share Certificate that is lost, apparently destroyed, or wrongfully taken when each of the following conditions are met: (i) the request for the issuance of a new Share Certificate is made within a reasonable time after the owner of the prior Share Certificate has notice of its loss, destruction, or theft; (ii) such request is received by the Corporation prior to its receipt of notice that the prior Share Certificate has been acquired by a bona fide purchaser; and (iii) the owner of the prior Share Certificate gives an indemnity bond or other adequate security sufficient in the judgment of the Board to indemnify the Corporation against any claim, expense, or liability that might result from the issuance of a new Share Certificate.

Section 2.4. **Transfer Agent and Registrars.** The Board may appoint one or more transfer agents or transfer clerks, and one or more registrars, which shall be banks or trust companies, either domestic or foreign, as the Board determines to be appropriate.

Section 2.5. **Equitable Interests Need Not Be Recognized.** The Corporation and its officers and other representatives and agents shall be entitled to treat the holder of record of any shares of the Corporation as the absolute owner and holder of those shares for all purposes, and, accordingly, shall not be obligated to recognize any legal, equitable, or other claim to or interest in those shares on the part of any other person(s), whether or not any notice (express, implied, or otherwise) of such other claim or interest has been given to the Corporation (and/or any of its officers or other representatives or agents), except as expressly provided to the contrary by applicable law, the Articles, or these Bylaws.

ARTICLE III
SHAREHOLDERS

Section 3.1. **Annual Meetings.** The annual meeting of shareholders shall be held each year on the date and at the time as shall be fixed by the Board. At each annual meeting, the shareholders shall elect the directors who shall serve as members of the Board and transact such other business as properly may be brought before the meeting. The failure to hold an annual meeting of shareholders at the time fixed by the Board does not affect the validity of any corporate action.

Section 3.2. **Special Meetings.**

(a) **Authorization to Call Special Meetings.** The President, the Board, any member of the Board, or the holder(s) of at least twenty-five percent of all of the votes entitled to be cast on any issue to be considered at the special meeting may call a special meeting of shareholders at any time for the purpose of taking any action described in the meeting notice which is permitted to be taken by the shareholders under the IBCL, the Articles, and these Bylaws.

(b) **Procedure for Calling Special Meetings.** If a special meeting of shareholders is called by any person other than the Board, the demand for the special meeting, dated and signed by the requesting person(s) and describing the purpose or purposes for which the special meeting is to be held, shall be delivered personally or sent by United States mail (first class postage prepaid), reputable delivery service, or facsimile transmission to the Secretary of the Corporation. The Secretary or Assistant Secretary of the Corporation shall then cause notice of the special meeting to be given promptly in the manner provided in Section 3.4 of these Bylaws. Any special meeting called pursuant to this Section 3.2 shall be held not more than seventy-five days following (a) the date on which the Board called the meeting, or (b) if called by any person other than the Board, the date of the receipt by the Secretary of the demand for the special meeting. If notice of a special meeting validly demanded by one or more shareholders is not given to shareholders within sixty days after the demand was delivered to the Secretary of the Corporation or the special meeting is not held in accordance with the notice, any shareholder who signed a valid demand for the special meeting may apply for a court ordered meeting as provided in IBCL Section 23-1-29-3.

Section 3.3. **Place of Meetings.** All annual and special meetings of shareholders of the Corporation shall be held at such place, within or without the State of Indiana, as may be determined by the Board and specified in the notices thereof or in the waivers of notice thereof. If no designation is so made, the place of the meeting shall be the principal office of the Corporation.

Section 3.4. **Notice of Meetings.**

(a) **Recipients and Time of Notice.** Notice of all annual and special meetings of shareholders shall be given in writing to (i) each shareholder entitled to vote at such meeting, and (ii) when, and only when, required by the IBCL (e.g., under the circumstances contemplated by IBCL Sections 23-1-38-3, 23-1-40-3, or 23-1-41-2), or the Articles, shareholders not entitled to vote at the meeting. Such notice shall be given by the Secretary or an Assistant Secretary, or if there are not such officers, by the President or a Vice President. The notice shall be given no fewer than ten days nor more than sixty days before the meeting date.

(b) **Procedure for Giving Notice.** Written notice of annual and special meetings of shareholders shall be given in any of the following ways: (i) personal delivery; (ii) any form of wire or wireless communication; (iii) electronically; (iv) first class, certified, or registered United States mail, postage prepaid; (v) private carrier service, fees prepaid or billed to the sender; or (vi) any other manner permitted by IBCL Sections 23-1-20-29 or 23-1-29-5 (if applicable), or other applicable law. Notices shall be deemed effective as of the times specified in IBCL Section 23-1-20-29 or other applicable law.

(c) **Contents of Notice.** Notice of any annual or special meeting of shareholders:

(1) in all cases, shall include the date, time and the place of the meeting;

(2) in the case of a special meeting of shareholders, shall include a description of the purpose or purposes for which the meeting is called; and

(3) in the case of either an annual or a special meeting, if the business to be transacted at the meeting relates to: (i) an amendment to the Articles pursuant to IBCL Section 23-1-38-3, shall state, contain, or be accompanied by the information required by IBCL Section 23-1-38-3; (ii) the approval of a plan of merger or share exchange pursuant to IBCL Section 23-1-40-3, shall state, contain, or be accompanied by the information required by IBCL Section 23-1-40-3; (iii) the sale, lease, exchange, or disposition of the Corporation's assets requiring shareholder approval pursuant to IBCL Section 23-1-41-2, shall state or contain the information required by IBCL Section 23-1-41-2; and (iv) corporate action creating dissenters' rights under IBCL Section 23-1-44-8, shall state that shareholders are or may be entitled to assert dissenters' rights under IBCL Section 23-1-44, et seq.

(4) **Waiver of Notice.** A shareholder may waive any notice required by the IBCL, the Articles, or these Bylaws before or after the date and time stated in the notice. The waiver must be in writing, signed by the shareholder entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. In addition, a shareholder's attendance at a meeting waives objections to the extent and in the manner provided by IBCL Section 23-1-29-6.

(5) **Adjourned Meetings.** If any shareholder meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place is announced at the meeting before adjournment, except in the case where a new record date for the adjourned meeting is, or must be, fixed, in which event notice of the adjourned meeting must be given pursuant to the requirements of this Section 3.4 to those persons who are shareholders entitled to notice as of the new record date. The Corporation may transact at the adjourned meeting any business which might have been transacted at the original meeting.

(6) **Record Date.** For the purpose of determining shareholders entitled to notice of, or to vote at, any annual or special meeting of shareholders, shareholders entitled to demand a special meeting or to take any other action, shareholders entitled to receive payment of any distribution or dividend, or in order to make a determination of shareholders for any other proper purpose, the Board may fix a future date as the record date. Such record date shall not be more than seventy days before the meeting or action requiring such determination of shareholders. If no record date is so fixed by the Board for the determination of shareholders entitled to notice of, or to vote at, a meeting of shareholders, shareholders entitled to demand a special meeting or to take other action, or of shareholders entitled to receive a share dividend or distribution, the record date for determination of such shareholders shall be at the close of business on:

(i) with respect to notice of, and voting at, an annual shareholder meeting or any special shareholder meeting called by the Board or any person specifically authorized by the Board or these Bylaws to call a meeting (other than shareholders), the date which is one calendar day before the first notice is delivered to shareholders;

(ii) with respect to the right to demand a special meeting of shareholders, the date the first shareholder signs the demand;

(iii) with respect to notice of, and voting at, a special shareholders' meeting demanded by the shareholders, the date the first shareholder signs the demand;

(iv) with respect to the payment of a share dividend, the date the Board authorizes the share dividend;

(v) with respect to actions taken in writing without a meeting pursuant to Section 3.7 of these Bylaws, the first date a signed written consent is delivered to the Corporation, unless prior action of the Board is required with respect to such shareholder action, in which case, the date shall be the day the resolution of the Board taking the prior action was adopted; and

(vi) with respect to a distribution to shareholders (other than one involving a repurchase or reacquisition of shares), the date the Board authorizes the distribution.

When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this Section 3.4(c)(6), such determination shall apply to any adjournment thereof unless the Board fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty days after the date fixed for the original meeting.

Section 3.5. **Voting at Meetings.**

(a) **Voting Rights.** Subject to the provisions of the IBCL and these Bylaws, only persons in whose names shares entitled to vote stand on the share records of the Corporation on the record date shall be entitled to vote at annual and special meetings of the shareholders. Except as otherwise provided by the IBCL or by the provisions of the Articles, at each annual and special meeting of the shareholders, each outstanding share of the Corporation standing in the shareholder's name on the books of the Corporation shall be entitled to one vote on each matter submitted to a vote at the meeting. If a quorum exists, action on a matter (other than the election of directors) is approved if the votes cast favoring the action exceed votes cast opposing the action, unless the Articles or the IBCL require a greater number of affirmative votes. Unless otherwise provided in the Articles, members of the Board shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at the meeting of shareholders at which a quorum is present. Unless otherwise provided in the Articles, shareholders do not have the right to cumulate their votes for directors. If the Articles or the IBCL provide for voting by a single voting group on a matter, any action on that matter is taken when voted upon by that voting group. Redeemable shares are not entitled to vote after notice of redemption is mailed to the shareholders and a sum sufficient to redeem the shares has been deposited with a bank, trust company, or other financial institution under an irrevocable obligation to pay the shareholders the redemption price on surrender of the shares.

(b) **Voting By Proxy.** A shareholder is entitled to vote either in person or by a proxy that conforms to the requirements of IBCL Section 23-1-30-3 and is received, at or before the meeting, by the Secretary or other person authorized to tabulate votes. The attendance or the vote at any meeting of a proxy of any shareholder so appointed shall for all purposes be considered as the attendance or vote in person of such shareholder. The appointment of a proxy shall be valid for eleven months from the date of its execution, unless a shorter or longer period is expressly provided in the appointment. Each appointment of a proxy shall be revocable by the shareholder unless it conspicuously states that it is irrevocable and the appointment is coupled with an interest as provided in IBCL Section 23-1-30-3.

(c) **Voice Voting; Written Ballot.** Voting at any meeting of shareholders may be by voice vote or by written ballot, except that, in any election of directors, voting must be by written ballot if voting by written ballot is requested by any shareholder entitled to vote.

(d) **Quorum.** At each annual or special meeting of shareholders, a majority of the votes entitled to be cast on any matter at the meeting, represented in person or by proxy, shall constitute a quorum for action on that matter. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting, unless a new record date is or must be set for the adjourned meeting. If a quorum is not present or represented at any annual or special meeting of the shareholders, the meeting may be adjourned by majority vote of the shares entitled to vote which are present, either in person or by proxy, until such time as the requisite number of voting shares constituting a quorum is present. If, after adjournment, a new record date is set for the adjourned meeting, the existence of a quorum shall be redetermined in accordance with the provisions of this Section 3.5(d).

Section 3.6. **List of Shareholders.** After fixing a record date for a meeting of shareholders, the officer or agent having charge of the share transfer book of the Corporation shall prepare, in accordance with IBCL Section 23-1-30-1, a list of the shareholders of the Corporation entitled to notice of the meeting. Such list shall, subject to IBCL Section 23-1-52-2(c), be available for inspection and copying by any record shareholder (or his or her agent or attorney authorized in writing) during regular business hours and at such shareholder's expense, beginning five business days before the date of the meeting for which the list was prepared and continuing through the meeting and any adjournment of the meeting, at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. The original or duplicate share register or transfer book shall be the only evidence as to the persons who are entitled as shareholders to examine such list, the share ledger or transfer book, or to vote at such meeting.

Section 3.7. **Action by Written Consent.** Any action required or permitted to be taken at any annual or special meeting of the shareholders may be taken without a meeting, and without prior notice, if consents in writing setting forth the action taken and bearing the date of signature of the shareholder(s) signing the consent are (i) signed by the holders of outstanding shares having at least the minimum number of votes that would be required to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted, and (ii) delivered

to the Corporation for inclusion in the minutes or filing with the corporate records. Such consent has the effect of a vote taken at a meeting, may be described as a vote in any document and shall be effective when written consents signed by sufficient shareholders to take the action are delivered to the Corporation, unless the consent specifies a different prior or subsequent effective date. The Corporation shall provide notice with respect to any action taken by consent of voting shareholders to nonvoting and/or nonconsenting shareholders to the extent and in the manner required by IBCL Section 23-1-29-4(e) and (f).

Section 3.8. **Meeting by Telephone or Similar Communications Equipment.** Any or all shareholders may participate in any annual or special meeting of shareholders by, or through the use of, conference telephone or any other means of communication by which all shareholders participating may simultaneously hear each other during the meeting. A shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

Section 3.9. **Acceptance of Signatures.** The actions of the Corporation and its officers, agents, and/or inspectors in connection with or with respect to accepting, rejecting, or giving effect to shareholder votes, consents, waivers, and proxy appointments and/or determining the validity of proxies shall be governed by IBCL Section 23-1-30-5.

ARTICLE IV
DIRECTORS

Section 4.1. **Powers and Duties.** Subject to any limitations that may be set forth in the IBCL and/or the Articles, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board.

Section 4.2. **Number of Directors; Qualifications.**

(a) **Number of Directors.** The Board shall consist of one member or such other number (but in no case less than one) as the Board may from time to time determine by resolution; *provided that*, no decrease in the number of directors shall have the effect of removing any director prior to expiration of that director's term of office.

(b) **Qualifications.** Directors need not be residents of the State of Indiana, or of any other state of the United States, or shareholders or employees of the Corporation. Each director shall qualify by accepting his election to office either expressly or by acting as a director.

Section 4.3. **Election of Directors; Term.** Except as otherwise provided in Sections 4.4 and 4.5 of these Bylaws, the directors shall be elected each year at the annual meeting of shareholders to hold office until the next annual meeting of shareholders. The term of each director, including a director elected to fill a vacancy, shall expire at the next annual meeting of shareholders following the director's election; *provided that*, despite the expiration of a director's term, the director shall continue to serve until a successor is elected and qualified or until there is a decrease in the number of directors.

Section 4.4. **Resignation and Removal of Directors.**

(a) **Resignation.** Any director may resign from the Board at any time by delivering written notice of resignation to the Board or to the President or the Secretary of the Corporation. A resignation is effective when the notice is delivered, unless the notice specifies a later effective date or any effective date determined upon the happening of an event, in either of which cases the resignation is effective at the specified time.

(b) **Removal.** Any or all of the directors may be removed, for good cause, only at a meeting of the shareholders of the Corporation called expressly for that purpose, by the affirmative vote of the holders of at least a majority of the combined voting power of all classes of shares of capital stock entitled to vote in the election of directors voting together as a single class. Directors may not be removed in the absence of good cause.

Section 4.5. **Vacancies on the Board of Directors.** If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the vacancy shall be filled as provided in the Articles.

Section 4.6. **Meetings of the Board of Directors.**

(a) **Regular Annual Meetings.** A regular annual meeting of the Board of Directors shall be held, without notice, immediately following, and at the same place as, the annual meeting of the shareholders for the purpose of organizing the Board and transacting such other business as may properly come before the meeting.

(b) **Other Regular Meetings.** Other regular meetings shall be held at such times and places, either within or without the State of Indiana, as may be designated from time to time by resolution of the Board. Unless otherwise provided by resolution of the Board, any such other regular meeting may be held without notice of the date, time, place, or purpose of the meeting.

(c) **Special Meetings.** Special meetings of the Board may be called by the President or any member of the Board. The person authorized to call special meetings of the Board may fix any place within the county where the Corporation has its principal office as the place for holding such special meeting, unless the directors have otherwise unanimously agreed.

(d) **Notice of Special Meetings.** Notice of the date, time, and place of any special meeting of the Board shall be given at least two days prior to the meeting date either orally or in writing, by any means of communication; *provided that*, if notice of the special meeting is mailed, the notice shall be deposited in the United States mail at least five days prior to the scheduled time of the meeting and shall be properly addressed, with postage prepaid. The notice need not describe the purpose of the special meeting. Any director may waive any notice required by the IBCL, the Articles, or these Bylaws before or after the date and time stated in the notice. Except as provided in the next sentence, the waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records of the Corporation. A director's attendance at or participation in any meeting of the Board waives any required notice of such meeting unless the director at the beginning of the meeting (or promptly upon the director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

(e) **Business to be Transacted.** Neither the business to be transacted during, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or any waiver of notice of such meeting. Any and all business of any nature or character whatsoever may be transacted and action may be taken thereon at any regular or special meeting of the Board.

(f) **Quorum; Vote Required for Action.** A majority of the number of directors fixed in accordance with Section 4.2(a) of these Bylaws shall constitute a quorum for the transaction of any and all business (other than to adjourn) at any regular or special meeting of the Board. A majority of the directors present at any directors' meeting, whether or not a quorum, may adjourn from time to time by fixing a new meeting time and place prior to taking adjournment, but if any directors' meeting is adjourned for more than twenty-four hours, notice of any adjournment to another time or place shall be given, prior to the reconvening of the adjourned meeting, to any directors not present at the time the adjournment was taken. If a quorum is present when a vote is taken at any regular or special meeting of the Board, the affirmative vote of a majority of directors present is the act of the Board, unless the affirmative vote of a greater number of directors is required by the IBCL, the Articles, or these Bylaws. A meeting at which a quorum initially is present may continue to transact business, notwithstanding the withdrawal of one or more directors, if any action taken is approved by the affirmative vote of at least a majority of the required quorum for that meeting.

Section 4.7. **Action by Written Consent.** Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if the action is taken by all members of the Board and the action is evidenced by one or more written consents describing the action taken, signed by each member of the Board, delivered to the Secretary and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 4.7 is effective when the last director signs the consent unless (i) the consent specifies a different prior or subsequent effective date, in which case the consent is effective on that date, or (ii) no effective date contemplated by the preceding clause (i) is designated and the action taken under this Section 4.7 is taken electronically as contemplated by Indiana Code Section 26-2-8, in which case the effective date is the date determined in accordance with Indiana Code Section 26-2-8. A consent signed under this Section 4.7 has the effect of a meeting vote and may be described as such in any document. A director's consent may be withdrawn by a revocation signed by the director and delivered to the Corporation before the delivery to the Corporation of unrevoked written consents signed by all of the directors.

Section 4.8. **Meeting by Telephone or Similar Communications Equipment.** Any or all directors may participate in any regular or special meeting of the Board by, or conduct the meeting through the use of, conference telephone or any other means of communication by which all directors participating in the meeting may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 4.9. **Committees of Directors.**

(a) **Creation of Committees.** The Board may create one or more committees and appoint members of the Board to serve on them. Each committee may have one or more members, each of whom shall serve at the pleasure of the Board.

(b) **Selection of Members.** The creation of a committee and the appointment of members to it must be approved by the greater of: (i) a majority of all of the directors in office when the action is taken; or (ii) the number of directors required to take action (other than to adjourn a meeting) pursuant to Section 4.6(f) of these Bylaws.

(c) **Committee Procedures.** Sections 4.6 through 4.8 of these Bylaws, which govern meetings, action without meetings, notice, waiver of notice, quorum, and voting requirements of the Board, apply to committees of the Board and their members as well, except that the date, time, and place of regular meetings of committees may be determined either by resolution of the Board or of the members of the committees. The Board may adopt rules for the governing of any committee not inconsistent with the provisions of these Bylaws.

(d) **Delegation of Authority.** Each committee may exercise the authority of the Board which the Board delegates to such committee in the resolution creating the committee or in subsequent resolutions; *provided that*, a committee may not take any of the actions specified in IBCL Section 23-1-34-6(e) or otherwise precluded by the IBCL, the Articles, or these Bylaws.

Section 4.10. **Presumption of Assent.** A director who is present at a meeting of the Board or a committee of the Board when corporate action is taken is deemed to have assented to the action taken unless: (i) the director objects at the beginning of the meeting (or promptly upon the director's arrival) to holding the meeting or transacting business at the meeting; (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting; or (iii) the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Secretary of the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

Section 4.11. **Compensation of Directors.** Directors and committee members may receive such compensation, if any, for their services, and may be reimbursed for expenses incurred by them on behalf of the Corporation, in the manner and to the extent provided in resolutions duly adopted by the Board. This Section 4.11 shall not preclude any director from also serving as an officer, employee, or agent of the Corporation and receiving compensation from the Corporation for service in any of those capacities.

ARTICLE V
OFFICERS

Section 5.1. **Principal Officers.** The principal officers of the Corporation shall consist of a President, a Secretary, a Treasurer and, if the Board, in its discretion, determines to do so, one or more Vice Presidents appointed pursuant to Section 5.6(c) of these Bylaws.

Section 5.2. **Appointment of Officers; Tenure.**

(a) **Appointment of Officers.** After their appointment, the initial directors shall meet and organize by appointing a President, a Secretary, a Treasurer and such additional officers permitted by these Bylaws as the Board shall determine to be appropriate.

(b) **Qualifications.** The officers of the Corporation may, but need not, be members of the Board, and any two or more offices may be held by the same person.

(c) **Tenure.** Each officer of the Corporation shall serve at the pleasure of the Board and the election or appointment of an officer does not itself create contract rights. If an officer of the Corporation is appointed by the Board for a designated term, the Board may, nonetheless, remove the officer at any time prior to the termination of that term. If no term is specified, an officer shall hold office until the officer's death, resignation, or removal pursuant to Section 5.4 of these Bylaws.

Section 5.3. **Subordinate Officers.** Subordinate officers, including Assistant Secretaries and Assistant Treasurers and such other officers or agents as may be desired, may from time to time be appointed by the Board or by any officer empowered to do so by the Board and shall have such authority and shall perform such duties as are provided in these Bylaws or as the Board or the appointing officer may from time to time determine.

Section 5.4. **Resignation and Removal of Officers.**

(a) **Resignation.** Any officer may resign at any time by delivering written notice to the Board, the President, or the Secretary of the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. Unless otherwise specified in the resignation notice, acceptance of any resignation shall not be necessary to make it effective.

(b) **Removal.** Any of the principal officers specified in Section 5.1 of these Bylaws may be removed, at any time with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the Board. Any subordinate officer appointed pursuant to Section 5.3 of these Bylaws may be removed, at any time with or without cause, by (i) action of the Board at any regular or special meeting of the Board, or (ii) if the officer being removed was appointed by another officer, by the appointing officer.

Section 5.5. **Vacancies.** Whenever any vacancy shall occur in any office by death, resignation, removal, increase in the number of officers of the Corporation, or otherwise, the same may be filled by the Board at any regular or special meeting of the Board, or in such manner as may otherwise be prescribed in these Bylaws for regular appointment to office. If an officer resigns effective at a future date, and the Corporation accepts the future effective date, the Board may fill the pending vacancy before the effective date, if the Board provides that the successor does not take office until the effective date.

Section 5.6. **Powers and Duties of Officers.**

(a) **General Powers and Duties.** Each principal officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the authority and duties prescribed by the Board or, subject to any limitations that may be imposed by the Board, by direction of the President. Subordinate officers shall have authority and duties as provided for in accordance with Section 5.3 of these Bylaws.

(b) **President.** The President shall be the chief executive officer of the Corporation and shall have general charge of, and supervision and authority over, all of the operations of the Corporation. The President (i) shall have general supervision of and direct all officers of the Corporation, (ii) shall see that all orders and resolutions of the Board are carried into effect, (iii) shall sign, with the Secretary or an Assistant Secretary, all Share Certificates of the Corporation, and (iv) in general, shall exercise all powers and perform all duties incident to the office of President and such other powers and duties as may from time to time be delegated to him or her by the Board or as may be specified in these Bylaws. If no Chairman of the Board is elected or appointed or in the absence of the Chairman of the Board or his or her inability or refusal to act, the President shall preside at meetings of the shareholders and Board and may exercise any and all of the powers of the Chairman of the Board.

(c) **Secretary.** The Secretary (i) shall prepare and keep the minutes of all meetings of the Board and the minutes of all meetings of the shareholders, in books provided for that purpose, (ii) shall attend to the giving and serving of all notices, (iii) when required, may attest the signature of any officer of the Corporation to any contracts, conveyances, transfers, assignments, encumbrances, authorizations and other instruments, documents and papers, of any and every description whatsoever, of or executed for or on behalf of the Corporation and affix the seal (if any) of the Corporation thereto, (iv) when necessary or appropriate, shall authenticate records of the Corporation, (v) shall sign, with the President, all Share Certificates of the Corporation and affix the corporate seal (if any) of the Corporation thereto, (vi) shall have charge of and maintain and keep or supervise and control the maintenance and keeping of the Share Certificate books, transfer books and share ledgers and such other books and papers as the Board may authorize, direct or provide for, all of which shall be open to the inspection of any director, upon request, at the principal office of the Corporation during the business hours of the Corporation, (vii) shall, in general, perform all the duties incident to the office of Secretary, and (viii) shall have such other powers and duties as may be conferred upon or assigned to him or her by the Board or the President.

Section 5.7. **Securities of Other Corporations.** Any two principal officers, consisting of the President, the Vice Presidents, the Secretary and the Treasurer of the Corporation, shall have power and authority to transfer, endorse for transfer, vote, consent or take any other action with respect to any securities of another issuer which may be held or owned by the Corporation and to make, execute and deliver any waiver, proxy or consent with respect to any such securities.

Section 5.8. **Execution of Checks, Notes, Other Instruments, Deeds, Contracts, Etc.** Unless otherwise provided by law, these Bylaws or the Board, all checks, drafts, notes, bonds, orders for the payment of money, other instruments, deeds, mortgages and contracts shall be executed in the name of the Corporation by any officer, signing singly. In addition, written contracts in the ordinary course of business operations may be executed by any other employee of the Corporation designated by the President to execute such contracts.

Section 5.9. **Compensation of Officers.** The compensation of the officers of the Corporation shall be fixed from time to time by the Board (or a committee thereof), subject to any rights of the officer pursuant to any contract between the officer and the Corporation.

ARTICLE VI
RECORDS AND REPORTS

Section 6.1. **Place of Keeping.** Except as otherwise provided by the laws of the State of Indiana, a copy of all records of the Corporation shall be kept at the Corporation's principal office.

Section 6.2. **Inspection of Records.**

(a) A shareholder of the Corporation is entitled to inspect and copy, during regular business hours at the Corporation's principal office, those records of the Corporation described in IBCL Section 23-1-52-1(e) if the shareholder gives the Corporation written notice of the shareholder's demand to do so at least five business days before the date on which the shareholder wishes to inspect and copy.

(b) A shareholder of the Corporation is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, those records of the Corporation described in IBCL Section 23-1-52-2(b), if the shareholder meets the requirements of IBCL Section 23-1-52-2(c) and gives the Corporation written notice of the shareholder's demand to do so at least five business days before the date on which the shareholder wishes to inspect and copy.

(c) A shareholder's agent or attorney, if authorized in writing, has the same inspection and copying rights as the shareholder he or she represents.

(d) The Corporation may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to a shareholder. The charge may not exceed the estimated cost of production or reproduction of the records.

(e) The Corporation may comply with a shareholder's demand to inspect the record of shareholders under IBCL Section 23-1-52-2(b)(3) by providing the shareholder with a list of its shareholders that was compiled no earlier than the date of the shareholder's demand.

(f) The use and distribution of any information acquired from records inspected or copied under the rights granted by IBCL Section 23-1-30-1 or 23-1-52-1 through -5 and referred to in this Article VI are restricted solely to the proper purpose described with particularity pursuant to IBCL Section 23-1-52-2(c). This Section 6.2(f) applies whether the use and distribution are by the shareholder, the shareholder's agent or attorney, or any person who obtains the information (directly or indirectly) from the shareholder or agent or attorney. The shareholder, the shareholder's agent or attorney, and any other person who obtains the information shall use reasonable care to ensure that the restrictions imposed by IBCL Section 23-1-52-5 are observed.

(g) Nothing set forth in this Section 6.2 is intended to expand, or shall be construed as having expanded, the rights given to shareholders under IBCL Section 23-1-30-1 or 23-1-52-1 through -5 or to have waived or adversely affected any rights and/or remedies that the Corporation may have under the IBCL or any other law.

Section 6.3. **Annual Report to Shareholders.** Upon written request of any shareholder, the Corporation shall prepare and mail to the shareholder annual financial statements in accordance with IBCL Section 23-1-53-1.

ARTICLE VII
EMERGENCY BYLAWS

Section 7.1. **Definition.** An "emergency" exists for purposes of this Article VII if an extraordinary event prevents a quorum of the Corporation's Board from assembling in time to deal with the business for which the meeting has been or is to be called.

Section 7.2. **Provisions.** Any provision of these Bylaws which is not consistent with the provisions of this Article VII is of no force or effect during the emergency. The determination as to the existence of an emergency shall be made by at least two of the directors, or one director in the event there are then fewer than three members on the Board. Their finding as to the existence of an emergency shall be set out in writing, which writing shall be made a part of the minutes of any meeting held pursuant to this Section 7.2. During an emergency, notice of any meeting of the Board shall be provided only to those directors whom it is practicable to reach in a timely manner and may be provided in any practicable manner, including telephonically, by email, or by publication by radio or newspaper. One or more officers of the Corporation present at any meeting of the Board held pursuant to this Section 7.2 may be deemed to be a director for the meeting, in order of rank and, if within the same rank, then in order of seniority, as necessary to achieve a quorum. At any meeting held pursuant to this Section 7.2, the Board, as constituted in the manner provided for in this Section 7.2, may take all actions necessary for managing the affairs of the Corporation during the emergency, including, but not limited to, (i) providing for necessary management of the Corporation, including establishing or modifying lines of succession to accommodate the incapacity of any director, officer, employee or agent, (ii) establishing the procedures for calling a meeting of the Board and setting the quorum requirements for the meeting, (iii) designating additional or substitute directors, and (iv) relocating the principal office, designating alternative principal offices or regional offices, or authorizing the officers to do so. All provisions of the non-emergency Bylaws of the Corporation consistent with the emergency Bylaws shall remain effective during the emergency. The emergency Bylaws are effective only for the duration of the emergency.

Section 7.3. **Binding Effect.** The Corporation is bound by any action taken in good faith in accordance with the emergency Bylaws, and any action taken in good faith in accordance with the emergency Bylaws may not be used to impose liability on any director, officer, employee or agent of the Corporation.

ARTICLE VIII
MISCELLANEOUS

Section 8.1. **Depositories.** Funds of the Corporation not otherwise employed shall be deposited in such banks or other depositories as the Board, the President, or the Treasurer may select or approve.

Section 8.2. **Gender and Number.** Wherever used or appearing in these Bylaws, pronouns of the masculine gender shall include the female as well as the neuter gender, and the singular shall include the plural wherever appropriate.

Section 8.3. **Headings.** The headings of the Articles and Sections of these Bylaws are inserted for convenience of reference only and shall not be deemed to be a part of these Bylaws or used in the construction or interpretation of these Bylaws.

Section 8.4. **Seal.** The Corporation need not use a seal but may use a seal if desired in the sole discretion of the Board. If a seal is used, it shall be circular in form and mounted upon a metal die suitable for impressing the same upon paper. The seal may be altered by the Board at its pleasure and may be used by causing it or a facsimile thereof to be impressed, affixed, printed or otherwise reproduced.

Section 8.5. **Fiscal Year.** The fiscal year of the Corporation shall begin at the beginning of the first day of January in each year and shall end at the end of the last day of December in that year.

Section 8.6. **Amendments.** The Board shall have the exclusive power to make, alter, amend, and repeal the Bylaws of the Corporation upon the affirmative vote of not less than a majority of the directors.

Section 8.7. **Governing Law; Exclusive Forum for Certain Claims.** These Bylaws shall be governed by and construed in accordance with provisions of the IBCL, as amended. Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action brought on behalf of, or in the name of, the Corporation; (ii) any action asserting a claim for breach of a fiduciary duty owed by any director, officer, employee, or agent of the Corporation to (A) the Corporation, or (B) any of the Corporation's constituents identified in IBCL Section 23-1-35-1(d); (iii) any action asserting a claim arising under (A) any provision of the IBCL, or (B) the Corporation's Articles or Bylaws, as amended from time to time; or (iv) any action otherwise relating to the internal affairs of the Corporation, shall be the Circuit or Superior Courts of Marion County, Indiana, or the United States District Courts of Indiana.

Section 8.8. **Severability.** Any provision of these Bylaws which is determined to be in invalid or in violation of Indiana law shall not in any way render any of the remaining provisions of these Bylaws invalid.

Lone Star Completes Acquisition of Hillenbrand

Batesville, Ind. – February 10, 2026 – Hillenbrand, Inc. ("Hillenbrand" or the "Company"), a leading provider of highly-engineered, mission-critical processing equipment and solutions, and Lone Star Funds ("Lone Star") today announced that an affiliate of Lone Star has completed the previously announced acquisition of Hillenbrand in an all-cash transaction with a total enterprise value of approximately $3.8 billion.

"With the close of this transaction, we now continue to build upon the momentum that is already underway and will execute our strategic plans with Lone Star," said Kim Ryan, President and CEO of Hillenbrand. "We are focused on continuing to serve our customers and deliver growth together with Lone Star. I am grateful for the dedication of all our associates and remain confident in our ability to deliver differentiated, customer-centric solutions around the world."

"We are thrilled to reach this milestone and look forward to partnering with Hillenbrand's management team," said Donald Quintin, Chief Executive Officer of Lone Star. "Hillenbrand is well-positioned to drive growth and innovation with our investment in the business."

The transaction was announced on October 15, 2025, and approved by Hillenbrand's shareholders at the Company's Special Meeting of shareholders on January 8, 2026. With the completion of the acquisition, Hillenbrand's common stock has ceased trading and will be delisted from the New York Stock Exchange. The Company will continue to operate under the Hillenbrand name.

About Hillenbrand

Hillenbrand is a global industrial company that provides highly-engineered, mission-critical processing equipment and solutions to customers around the world. Our portfolio is composed of leading industrial brands that serve large, attractive end markets, including durable plastics, food, and recycling. Guided by our Purpose — Shape What Matters For Tomorrow™ — we pursue excellence, collaboration, and innovation to consistently shape solutions that best serve our people, our customers, and our communities. To learn more, visit: www.Hillenbrand.com.

About Lone Star

Lone Star is a leading investment firm with its principal office in London, UK advising funds that invest globally in private equity, credit and real estate. The firm has been successfully navigating complex situations for over 30 years. The funds are experienced value investors that seek opportunities in situations that are in flux or complicated by specific structural or financial factors, regardless of the prevailing market environment. Our deep bench of senior leaders and expert deal professionals ensures a strong foundation for successful investments and strategic decision-making. Since the establishment of its first fund in 1995, Lone Star has organized 25 private equity funds with aggregate capital commitments totaling approximately $95 billion. For more information regarding Lone Star Funds, go to www.lonestarfunds.com. Follow us on LinkedIn.

Contacts

Corporate Communications for Hillenbrand

Marcia Kent, Director, Corporate Communications
Phone: 812-621-4647
Email: marcia.kent@hillenbrand.com

Communications for Lone Star

Andrew Johnson, Global Head of Communications and Public Affairs
Phone: 212-896-2251
Email: ajohnson@lonestarfunds.com

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