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Michael G. Adams  
Kentucky Secretary of State  
Received and Filed:  
9/22/2022 11:17 AM  
Fee Receipt: \$50.00

**ARTICLES OF MERGER  
OF  
AUGUSTA HOME SALES, LLC  
A KENTUCKY LIMITED LIABILITY COMPANY  
WITH AND INTO  
AHS II, LLC  
A DELAWARE LIMITED LIABILITY COMPANY**

Pursuant to Sections 275.345 - 275.360 of the Kentucky Revised Statutes, and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned adopt and execute these Articles of Merger:

- FIRST:** The business entities entering this merger are **AUGUSTA HOME SALES, LLC**, a Kentucky Limited Liability Company (sometimes referred to herein as the “Non-Surviving Company”), and **AHS II, LLC**, a Delaware Limited Liability Company (sometimes referred to herein as the “Surviving Company”).
- SECOND:** The Agreement and Plan of Merger was approved by each of the constituent business entities, **AUGUSTA HOME SALES, LLC**, a Kentucky Limited Liability Company, and **AHS II, LLC**, a Delaware Limited Liability Company, in the manner prescribed by the Kentucky Revised Statutes and Delaware Limited Liability Company Act, respectively.
- THIRD:** **AHS II, LLC**, a Delaware Limited Liability Company, is the surviving business entity of the merger.
- FOURTH:** As to the Non-Surviving Company, the merger with and into the Surviving Company, was approved by its sole member.
- FIFTH:** As to the Surviving Company, the merger with the Non-Surviving Company, was approved by its sole member.
- SIXTH:** No changes are necessary to the current Articles of Organization of the Surviving Company.
- SEVENTH:** A copy of the Plan of Merger is on file at 467 Erlanger Road, Erlanger, Kentucky 41018 will be furnished by the Surviving Company on request, without cost, to any member of Surviving Company or of the Non-Surviving Company.
- EIGHTH:** The Surviving Company agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of the Non-Surviving Company, as well as for enforcement of any obligation of the Surviving Company. Unless and until Surviving Company appoints a registered agent in the Commonwealth of Kentucky, the Surviving Company appoints the Secretary of State of the Commonwealth of Kentucky as its agent for

service of process in any such proceeding. A copy of the process shall be mailed to the Surviving Company at 467 Erlanger Road, Erlanger, Kentucky 41018.

**NINTH:** The effective date of the Merger shall be the date of filing of these Articles of Merger with the Office of the Secretary of State of Delaware.

**IN WITNESS WHEREOF**, these Articles of Merger have been executed by the duly authorized member of **AUGUSTA HOME SALES, LLC**, a Kentucky Limited Liability Company, and **AHS II, LLC**, a Delaware Limited Liability Company, as of this \_\_\_\_ day of September 2022.

**AUGUSTA HOME SALES, LLC,**  
a Kentucky Limited Liability Company, by and  
through its sole Member, Empower Park, LLC, a  
Delaware limited liability company

DocuSigned by:  
By: Kurt Keeney  
Name: **KURTIS P. KEENEY**  
Title: **CEO**

**AHS II, LLC, a Delaware Limited Liability**  
**Company, by and through its sole Member,**  
**Empower Park, LLC, a Delaware limited liability**  
**company**

DocuSigned by:  
By: Kurt Keeney  
Name: **KURTIS P. KEENEY**  
Title: **CEO**

**AGREEMENT AND PLAN OF MERGER  
OF  
AUGUSTA HOMES SALES, LLC  
A KENTUCKY LIMITED LIABILITY COMPANY  
WITH AND INTO  
AHS II, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

**THIS AGREEMENT AND PLAN OF MERGER** (the "Agreement and Plan of Merger") dated as of the \_\_\_\_\_ day of **September, 2022**, adopted and made by and between **AUGUSTA HOMES SALES, LLC**, a Kentucky Limited Liability Company, having its principal office at **467 Erlanger Rd., Erlanger, Kentucky 41018** (the "Acquired Company"), and **AHS II, LLC**, a Delaware Limited Liability Company having its principal office at **467 Erlanger Rd., Erlanger, Kentucky 41018** (the "Acquiring Company").

**W I T N E S S E T H:**

**WHEREAS**, Acquiring Company is a Limited Liability Company organized and existing under the laws of the State of Delaware; and

**WHEREAS**, Acquired Company is a Limited Liability Company organized and existing under the laws of the Commonwealth of Kentucky; and

**WHEREAS**, the Member of the Acquired Company deems the merger of Acquired Company with and into Acquiring Company, under and pursuant to the terms and conditions herein set forth, desirable and in the best interests of Acquired Company; and approves this Agreement and Plan of Merger: and

**WHEREAS**, the Member of the Acquiring Company deems the merger of Acquired Company with and into Acquiring Company, under and pursuant to the terms and conditions herein set forth, desirable and in the best interests of Acquiring Company, and the Member of Acquiring Company heretofore adopts and approves this Agreement and Plan of Merger; and

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements herein contained and the mutual benefits herein provided and in accordance with the Title 6 Section 18-209 of the Delaware Limited Liability Company Act, the parties hereto do hereby agree as follows:

**ARTICLE I  
MERGER**

Subject to the terms and conditions of this Agreement and Plan of Merger, on the effective date (as defined in ARTICLE VI), Acquired Company shall be merged with and into Acquiring Company pursuant to the provisions of, and with the effect provided in, the Kentucky Limited Liability Company Act and the Delaware Limited Liability Company Act (said transaction being #2662676v1

hereinafter referred to as the "Merger"). On the effective date, the separate existence of Acquired Company shall cease and Acquiring Company, as the surviving entity, shall continue unaffected and unimpaired by the Merger (Acquiring Company as existing on and after the effective date being hereinafter sometimes referred to as the "Surviving Entity").

## **ARTICLE II LIMITED LIABILITY**

Limited Liability shall be retained by **AHS II, LLC**, a Delaware Limited Liability Company, as the surviving business entity.

## **ARTICLE III EMPLOYEES AND AGENTS**

Neither the Acquiring Company, nor the Acquired Company, have any employees. On the effective date, the agents of Acquired Company shall become the agents of the Acquiring Company and shall continue to be entitled to the rights and benefits which they enjoyed as agents of Acquired Company immediately prior to the effective date.

## **ARTICLE IV TRANSFER OF ASSETS AND LIABILITIES**

On the effective date, the rights, privileges, powers and franchises, both of a public as well as a private nature, of both Acquiring Company and Acquired Company shall be vested in and possessed by Surviving Entity, subject to all the disabilities, duties and restrictions of or upon either Acquiring Company and Acquired Company, and all and singular the rights, privileges, powers and franchises of both Acquiring Company and Acquired Company, and all property, real, personal and mixed, of both Acquiring Company and Acquired Company, and all debts due to either Acquiring Company and Acquired Company on whatever account, as well as for stock subscriptions as all other things in action or belonging to either Acquiring Company and Acquired Company shall be vested in Surviving Entity; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter as effectually the property of Surviving Entity as they were of either Acquiring Company and Acquired Company, and the title to any real estate vested by deed or otherwise in either Acquiring Company and Acquired Company shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either Acquiring Company and Acquired Company shall be preserved unimpaired, and all debts, liabilities and duties of or upon either Acquiring Company and Acquired Company shall thenceforth attach to Surviving Entity, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

## **ARTICLE V**

### **CONVERSION AND EXCHANGE OF MEMBERSHIP INTERESTS**

5.1 On the effective date, each membership interest of Acquired Company issued and outstanding immediately prior to the effective date shall, by virtue of the Merger, be converted into membership interests of Acquiring Company, so that member interest following the merger shall be as follows:

Empower Park, LLC, a Delaware limited liability company – sole Member

5.2 On the effective date, all membership interests of Acquired Company held in the treasury of Acquired Company, other than in a fiduciary capacity, shall be canceled and no cash, stock, or other property shall be delivered in exchange therefor.

5.3 On and after the effective date, each holder of a certificate or certificates theretofore representing outstanding membership interests of Acquired Company (any such certificate being hereinafter referred to as a "certificate") may surrender same to Acquiring Company or its agent for cancellation and each such holder shall be entitled upon such surrender to receive in exchange therefor certificate(s) representing the number of membership interests of Acquiring Company to which such holder is entitled as provided above and a check in an amount equal to the amount of cash, without interest, to which such holder is entitled. Until so surrendered, each certificate shall be deemed for all purposes to evidence ownership of the number of membership interests of Acquiring Company into which the membership interests represented by such certificates have been changed or converted as aforesaid.

5.4 Upon the effective date, the membership interests transfer books of Acquired Company shall be closed and no transfer of Acquired Company membership interests shall thereafter be made or recognized.

5.5 The Amended and Restated Limited Liability Company Agreement of the Acquiring Company dated October 7, 2020 shall remain in full force and effect as and for the Operating Agreement of the Acquiring Company unless and until replaced or amended.

## **ARTICLE VI**

### **EFFECTIVE DATE OF THE MERGER**

Articles of Merger evidencing the transactions contemplated herein shall be delivered to the Kentucky Secretary of State and the Delaware Secretary of State for filing. The Merger shall be effective as of the date of filing of the Articles of Merger with the Delaware Secretary of State (such date being herein referred to as the "effective date").

Acquiring Company and Acquired Company shall do all such other acts and things which may be necessary in order to effectuate the Merger contemplated herein.

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## **ARTICLE VII FURTHER ASSURANCES**

If at any time Surviving Entity shall consider or be advised that any further assignments, conveyances, or assurances are necessary or desirable to vest, perfect, or confirm in Surviving Entity title to any property or rights of Acquired Company, or otherwise carry out the provisions hereto, the proper members or managers of Acquired Company as of the effective date, and thereafter the managers and members of Surviving Entity acting on behalf of Acquired Company, shall execute and deliver any and all proper assignments, conveyances, and assurances, and do all things necessary or desirable to vest, perfect, or confirm title to such property or rights in Surviving Entity and otherwise carry out the provisions hereof.

## **ARTICLE VIII MISCELLANEOUS**

8.1 Amendment. This Agreement and Plan of Merger is not intended to amend the Articles of Organization of **AHS II, LLC**, a Delaware Limited Liability Company. This Agreement and Plan may be amended or supplemented at any time by mutual agreement of Acquired Company and Acquiring Company. Any such amendment or supplement must be in writing and approved by their respective Members or Managers.

8.2 Headings. The headings of several articles herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement and Plan of Merger.

8.3 Counterparts. For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement and Plan of Merger, it may be executed in several counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

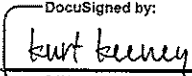
8.4 Governing Law. This Agreement and Plan of Merger shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and entirely to be performed in such jurisdiction.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement and Plan of Merger to be executed in counterparts by their duly authorized officers all as of the day, month and year first above written.

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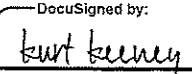
**ACQUIRED COMPANY:**

**AUGUSTA HOMES SALES, LLC a Kentucky Limited Liability Company, by and through its sole Member Empower Park, LLC, a Delaware limited liability company**

By:   
Name: **KURTIS P. KEENEY**  
Title: **CEO**

**ACQUIRING COMPANY:**

**AHS II, LLC, a Delaware Limited Liability Company, by and through its sole Member Empower Park, LLC, a Delaware limited liability company**

By:   
Name: **KURTIS P. KEENEY**  
Title: **CEO**