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Michael G. Adams
Kentucky Secretary of State
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**ARTICLES OF MERGER
OF
BASK AWAY LLC
WITH AND INTO
BASK AWAY SC LLC**

Pursuant to the provisions of KRS 275.360, the undersigned entities ("Constituent Entities") hereby adopt the following Articles of Merger for the purpose of merging **BASK AWAY LLC**, a Kentucky limited liability company ("KY Company"), with and into **BASK AWAY SC LLC**, a South Carolina limited liability company ("SC Company"), which shall be the surviving entity in the Merger:

FIRST: The names and jurisdictions of organization of each Constituent Entity are:

<u>Name</u>	<u>Jurisdiction</u>
Bask Away LLC	Kentucky
Bask Away SC LLC	South Carolina

SECOND: The Plan of Merger, duly authorized and approved by each of the Constituent Entities, is attached hereto as Exhibit A and is hereby incorporated by reference herein as a part of these Articles of Merger.

THIRD: The name of the surviving business entity is Bask Away SC, LLC.

FOURTH: The Plan of Merger was duly authorized and approved by each of the Constituent Entities in accordance with KRS 275.350.

FIFTH: SC Company, as the surviving entity in the merger, (i) agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for the enforcement of any obligation of the KY Company, as well as for the enforcement of any obligation of SC Company arising from the merger, and (ii) appoints the Kentucky Secretary of State as its agent for service of process in any such proceeding. The address of the SC Company to which a copy of process shall be mailed by the Kentucky Secretary of State is 1862 Houghton Drive, Charleston, South Carolina 29412.

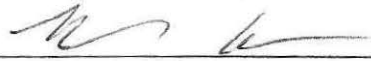
Dated: December 13, 2023

BASK AWAY LLC



REBECCA MESNIL, Manager
("Target")

BASK AWAY SC LLC



REBECCA MESNIL, Manager
("Survivor")

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into as of the 13th day of December, 2023, by and between (i) **BASK AWAY LLC**, a Kentucky limited liability company ("Target"), and (ii) **BASK AWAY SC LLC**, a South Carolina limited liability company ("Survivor").

1. MERGER.

1.1 Merger of Target With and Into Survivor. Subject to the terms and conditions of this Agreement, Target shall be merged with and into Survivor ("Merger"), effective as of the filing of Articles of Merger with the Secretary of State of the Commonwealth of Kentucky and Secretary of State of the State of South Carolina ("Effective Time"). The separate existence of Target as a limited liability company shall thereupon cease; Survivor shall be the surviving entity and the separate existence of Survivor as a limited liability company, with all its purposes, objects, rights, privileges, powers, franchises and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the laws of the Commonwealth of Kentucky and the State of South Carolina. The street address of Survivor is 1862 Houghton Drive, Charleston, South Carolina 29412.

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

(a) Survivor shall possess all of the respective rights, privileges, powers, franchises and interests of Target in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, Survivor by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against Target may be continued as if the Merger did not occur, or Survivor may be substituted in the proceeding for Target in such action or proceeding.

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

1.3 Additional Actions. If, at any time after the Effective Time, Survivor shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in Survivor its right, title or interest in, to or under any of the rights, properties or assets of Target acquired or to be acquired by Survivor as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, then Target and the proper members, managers and officers of Target shall be deemed to have granted to Survivor an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in Survivor and (c) otherwise carry out the purposes of this Agreement. The Manager of Survivor is fully authorized in the name of Target or otherwise to take any and all such actions.

2. CANCELLATION OF COMPANY INTEREST.

2.1 Cancellation of Company Interest. At the Effective Time:

(a) In light of the fact that Survivor and Target are owned in the same proportions by the same Members, all of the membership interests of Target held immediately prior to the Effective Time by the Members shall be canceled and no consideration issued in respect thereof.

(b) Each interest as a Member of Survivor held immediately prior to the Effective Time shall remain outstanding and be unaffected by the Merger.

1. AMENDMENT OF ARTICLES OF ORGANIZATION. At the Effective Time, Article 1 of the Articles of Organization of Survivor shall be amended in its entirety to read as follows:

"1. NAME. The name of the limited liability company is Bask Away LLC."

2. OPERATING AGREEMENT. From and after the Effective Time, the Operating Agreement of Survivor shall be the Operating Agreement of the surviving entity.



3. COMPENSATION PLAN. From and after the Effective Time, the Compensation Plan of Target shall become the Compensation Plan of Survivor.

4. CONDITION TO MERGER. It shall be a condition to the consummation of the Merger that both Target and Survivor have determined that all consents which they require to be obtained from third parties shall have been obtained.



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

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

BASK AWAY LLC

By:  
REBECCA MESNIL, Manager
("Target")

BASK AWAY SC LLC

By:  
REBECCA MESNIL, Manager
("Survivor")