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SURMichael G. Adams
Kentucky Secretary of State
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**ARTICLES OF MERGER
OF
LEGACY BASEBALL CLUB, LLC.
WITH AND INTO
KENTUCKY LEGACY BASEBALL CLUB, INC.**

Pursuant to the provisions of KRS §§ 273.287, 273.293 and 275.345, the undersigned entities ("Constituent Entities") hereby adopt the following Articles of Merger for the purpose of merging **LEGACY BASEBALL CLUB, LLC**, a Kentucky nonprofit limited liability company ("LLC"), with and into **KENTUCKY LEGACY BASEBALL CLUB, INC.**, a Kentucky nonprofit corporation ("Corporation"), which shall be the surviving entity in the Merger.

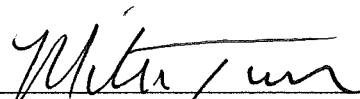
- FIRST:** The Agreement and Plan of Merger, duly authorized and approved by each of the Constituent Entities, is attached hereto as Exhibit A ("Merger Agreement") and is hereby incorporated by reference herein as a part of these Articles of Merger.
- SECOND:** The Merger Agreement was adopted by the unanimous written consent of the Members of the LLC dated as of 5/10/23, 2023.
- THIRD:** The Merger Agreement was adopted by the unanimous written consent of the Board of Directors of the Corporation dated as of 5/10/23, 2023.

Dated: 10th MAY, 2023.

LEGACY BASEBALL CLUB, LLC

By: 
NEIL STRATFORD, Member

LEGACY BASEBALL CLUB, LLC

By: 
MIKE TUCKER, Member

LEGACY BASEBALL CLUB, LLC

By: Kelly R. Young
KELLY YOUNG, Member

LEGACY BASEBALL CLUB, LLC

By: Jacob Clark
JASON CLARK, Member
Jacob

KENTUCKY LEGACY BASEBALL CLUB, INC.

By: Neil Stratford
NEIL STRATFORD, President

The foregoing Articles of Merger
was prepared by:

Jeremy P. Gerch
Jeremy P. Gerch, Esq.
DENTONS BINGHAM GREENEBAUM, LLP
3500 PNC Tower
101 South Fifth Street
Louisville, Kentucky 40202
502-587-3533

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into and effective as of the 16th day of MAY, 2023, by and between (i) **KENTUCKY LEGACY BASEBALL CLUB, INC.**, a Kentucky nonprofit corporation (the "Corporation"), and (ii) **LEGACY BASEBALL CLUB, LLC**, a Kentucky non-profit limited liability company (the "LLC").

1. MERGER.

1.1 Merger of the Legacy Baseball Club, LLC With and Into the Kentucky Legacy Baseball Club, Inc. Subject to the terms and conditions of this Agreement, the LLC shall be merged with and into the Corporation ("Merger"), effective upon the filing of Articles of Merger with the Kentucky Secretary of State ("Effective Time"). The separate existence of the LLC shall thereupon cease; the Corporation shall be the surviving nonprofit corporation and the separate existence of the Corporation as a nonprofit corporation, with all its purposes, objects, rights, privileges, powers, franchises and interests, shall continue unaffected and unimpaired by the Merger.

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

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

(b) The Corporation shall be liable for all liabilities of the LLC, and all debts, liabilities, obligations and contracts of the LLC, 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 the LLC, shall be those of the Corporation and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of the LLC shall be preserved unimpaired.

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

LEGACY BASEBALL CLUB, LLC

By: 
MIKE TUCKER, Member

("LLC")

LEGACY BASEBALL CLUB, LLC

By: 
KELLY YOUNG, Member

("LLC")

LEGACY BASEBALL CLUB, LLC

By: 
~~JASON CLARK, Member~~
Jacob

("LLC")