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SURMichael G. Adams
Kentucky Secretary of State
Received and Filed:
9/27/2023 11:10 AM
Fee Receipt: \$50.00

ARTICLES OF MERGER
OF
OWENSBORO GRAIN EDIBLE OILS HOLDING COMPANY, LLC
AND
FARMERS ELEVATORS HOLDING COMPANY, LLC
AND
OWENSBORO GRAIN BIO BASED PRODUCTS LLC
AND
FARMERS ELEVATORS, LLC
AND
OWENSBORO GRAIN EDIBLE OILS, LLC
WITH AND INTO
OWENSBORO GRAIN HOLDING COMPANY, INC.

Pursuant to KRS 275.360 and KRS 271B.11-050, the undersigned surviving corporation submits the following articles of merger for filing and certifies that:

1. The name and jurisdiction of formation or organization of each constituent business entity that is to merge is: (i) Owensboro Grain Edible Oils Holding Company, LLC, a Kentucky limited liability company (“**OGEOH**”), (ii) Farmers Elevators Holding Company, LLC, a Kentucky limited liability company (“**FEH**”), (iii) Owensboro Grain Bio Based Products LLC, a Kentucky limited liability company (“**OGBBP**”), (iv) Owensboro Grain Edible Oils, LLC, a Kentucky limited liability company (“**OGEO**”), (v) Farmers Elevators, LLC, a Kentucky limited liability company (“**FE**”) and (vi) Owensboro Grain Holding Company, Inc., a Kentucky corporation (“**OGHC**” or the “**Company**”).

2. The name of the surviving business entity is "Owensboro Grain Holding Company, Inc."

3. The articles of incorporation of OGHC, as in effect immediately prior to the merger, shall be the articles of incorporation of the surviving business entity in the merger. No changes are desired to be made to the articles of incorporation of the surviving business entity.

4. The Agreement and Plan of Merger (the “**Plan of Merger**”) attached hereto as Exhibit A, which is incorporated by reference as a part of these Articles of Merger, was duly authorized and approved by each constituent business entity in accordance with KRS 275.350 and KRS 271B.11-030 as follows:

(a) The Plan of Merger was approved by the Board of Directors of OGHC by written consent, which was sufficient to approve the Plan of Merger on behalf of OGHC. Shareholder approval was not required pursuant to KRS 271B.11-030.

(b) The Plan of Merger was approved by the sole member of OGEOH by unanimous written consent, which was sufficient to approve the Plan of Merger on behalf of OGEOH.

(c) The Plan of Merger was approved by the sole member of FEH by unanimous written consent, which was sufficient to approve the Plan of Merger on behalf of FEH.

(d) The Plan of Merger was approved by the sole member of OGBBP by unanimous written consent, which was sufficient to approve the Plan of Merger on behalf of OGBBP.

(e) The Plan of Merger was approved by the sole member of OGEO by unanimous written consent, which was sufficient to approve the Plan of Merger on behalf of OGEO.

(f) The Plan of Merger was approved by the sole member of FE by unanimous written consent, which was sufficient to approve the Plan of Merger on behalf of FE.

5. The effective date and time of these Articles of Merger is 11:59:59 p.m. on September 30, 2023.

6. The surviving business entity (Owensboro Grain Holding Company, Inc.) is organized under the laws of the Commonwealth of Kentucky.

[signature page follows]

In witness whereof, each constituent business entity has caused these Articles of Merger to be executed by a duly authorized individual.

**OWENSBORO GRAIN EDIBLE OILS HOLDING
COMPANY, LLC**

DocuSigned by:

By: 26DE551911E04E7...
Name: Jake Hays
Title: President/ Authorized Representative

FARMERS ELEVATORS HOLDING COMPANY, LLC

DocuSigned by:

By: 26DE551911E04E7...
Name: Jake Hays
Title: President/ Authorized Representative

OWENSBORO GRAIN BIO BASED PRODUCTS LLC

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By: 26DE551911E04E7...
Name: Jake Hays
Title: President/ Authorized Representative

FARMERS ELEVATORS, LLC

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Name: Jake Hays
Title: President/ Authorized Representative

OWENSBORO GRAIN HOLDING COMPANY, INC.

DocuSigned by:

26DE551911E04E7...

By: _____

Name: Jake Hays

Title: President/ Authorized Representative

Exhibit A
Agreement and Plan of Merger

**AGREEMENT AND PLAN OF MERGER
OF
OWENSBORO GRAIN HOLDING COMPANY, INC.
AND
OWENSBORO GRAIN EDIBLE OILS HOLDING COMPANY, LLC
FARMERS ELEVATORS HOLDING COMPANY, LLC
OWENSBORO GRAIN BIO BASED PRODUCTS LLC
FARMERS ELEVATORS, LLC
OWENSBORO GRAIN EDIBLE OILS, LLC
OWENSBORO AGRIBUSINESS, LLC**

This Agreement and Plan of Merger (this “Agreement”) dated as of September 30, 2023 is by and among, Owensboro Grain Edible Oils Holding Company, LLC, a Kentucky limited liability company (“OGEOH”), Farmers Elevators Holding Company, LLC, a Kentucky limited liability company (“FEH”), Owensboro Grain Bio Based Products LLC, a Kentucky limited liability company (“OGBB”), Owensboro Grain Edible Oils, LLC, a Kentucky limited liability company (“OGEO”), Farmers Elevators, LLC, a Kentucky limited liability company (“FE”), Owensboro Agribusiness, LLC, a Delaware limited liability company (“OA” and together with OGEOH, FEH, OGBB, OGEO, and FE the “Merged Entities”), and Owensboro Grain Holding Company, Inc., a Kentucky corporation (the “Company” and together with the Merged Entities, the “Parties”).

Recital

WHEREAS, the directors of the Company and the member(s) of each of the Merged Entities, respectively, have determined that it is advisable and generally in the best interest of the Parties for the Merged Entities to merge with and into the Company under the provisions of the Delaware Limited Liability Company Act (the “Delaware Act”), the Kentucky Limited Liability Company Act (the “Kentucky LLC Act”), and the Kentucky Business Corporations Act (the “Kentucky Corporate Act”) with the Company being the sole surviving company in such mergers.

Agreement

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual agreements herein and of the mutual benefits hereby provided, it is agreed by and among the Parties as follows:

SECTION 1-MERGERS

1.1. **Constituent Entities**. The constituent business entities that are to merge are (i) Owensboro Grain Edible Oils Holding Company, LLC, a Kentucky limited liability company, (ii) Farmers Elevators Holding Company, LLC, a Kentucky limited liability company, (iii) Owensboro Grain Bio Based Products LLC, a Kentucky limited liability company, (iv) Owensboro Grain Edible Oils, LLC, a Kentucky limited liability company, (v) Farmers Elevators, LLC, a Kentucky limited liability company, (vi) Owensboro Agribusiness, LLC, a Delaware limited liability company and (vii) Owensboro Grain Holding Company, Inc., a Kentucky corporation.

1.2. **Mergers; Retention of Limited Liability**. In accordance with the provisions of this Agreement, the Kentucky LLC Act, the Kentucky Corporate Act and the Delaware Act, the Merged Entities will merge with and into the Company (the “Mergers”), the separate existence of the Merged Entities will cease, and the Company will be, and is sometimes referred to below as, the “Surviving Entity,” and the name of the Surviving Entity is “Owensboro Grain Holding Company, Inc.” The Surviving Entity will retain the limited liability of the Merged Entities.

1.3. **Filing and Effectiveness.** The effectiveness of the Mergers is conditioned upon the completion of the following actions:

(a) Adoption and approval of this Agreement and the respective Mergers by the directors of the Company and the member(s) of each Merged Entity in accordance with the requirements of the Kentucky LLC Act, the Kentucky Corporate Act and Delaware Act, as applicable; and

(b) Filing an effective and executed Certificate of Merger or Articles of Merger, as applicable, with respect to the Mergers with the Secretary of State of the Commonwealth of Kentucky or the Secretary of State of the State of Delaware, as applicable.

Subject to the completion of the foregoing, the Mergers shall become effective on the dates and times listed in the Certificate of Merger or Articles of Merger, as applicable (the “**Effective Time**”).

1.4. **Effect of the Mergers.** At the Effective Time, the separate existence of the Merged Entities will cease and the Company, as the Surviving Entity, will (a) continue to possess all of its assets, rights, powers, and property as constituted immediately before the Effective Time, (b) succeed, without other transfer, to all of the assets, rights, powers, and property of the Merged Entities in the manner more fully set forth in the Kentucky LLC Act, the Kentucky Corporate Act and Delaware Act, as applicable, (c) continue to be subject to all of the debts, liabilities, and obligations of the Company as constituted immediately before the Effective Time, and (d) succeed, without other transfer, to all of the debts, liabilities and obligations of the Merged Entities in the same manner as if the Company had itself incurred them, all as more fully provided under the applicable provisions of the Delaware Act, Kentucky Corporate Act and Kentucky LLC Act, as applicable. The Company shall retain the limited liability of the Merged Entities.

SECTION 2-CHARTER DOCUMENTS; MANAGERS; OFFICERS

2.1. **Articles of Incorporation and Bylaws.** In connection with the Mergers, the Articles of Incorporation and Bylaws of the Company as in effect immediately before the Effective Time will continue in full force and effect immediately after the Effective Time as the Articles of Incorporation and Bylaws of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law. No changes to the Company’s Articles of Incorporation are desired to be effected by the Mergers.

2.2. **Directors and Officers.** The directors and officers of the Company immediately before the Effective Time will be the directors and officers of the Surviving Entity until their successors are duly elected and qualified or as otherwise provided by law or by the Articles of Incorporation or Bylaws of the Surviving Entity.

SECTION 3-MANNER OF CONVERSION OF UNITS

3.1 **The Merged Entities’ Membership Interests.** Upon the Effective Time, by virtue of the Mergers and without any action by the Parties, all of the membership interests of each of the Merged Entities held by the members of each of the Merged Entities before the Effective Time shall automatically be canceled. The members of each of the Merged Entities shall not receive any cash, property, rights or securities of any corporation or entity in connection with the Mergers.

3.2 **The Company’s Stock.** Upon the Effective Time, all of the shares of stock of the shareholders of the Company immediately before the Effective Time will remain outstanding.

SECTION 4-GENERAL

4.1. **Further Assurances.** From time to time, as and when required by the Company or by its successors or assigns, the Merged Entities will execute and deliver such deeds and other instruments, and the Merged Entities will take or cause to be taken such further actions, as are appropriate or necessary in order to vest or perfect in or conform of record or otherwise by the Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of the Merged Entities and otherwise to carry out the purposes of this Agreement. The directors and officers of the Company are fully authorized in the name and on behalf of the Merged Entities or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2. **Registered Office.** The registered office of the Surviving Entity in the Commonwealth of Kentucky is 101 North Seventh St. Louisville, KY 40202. United Agent Group Inc. is the registered agent of the Surviving Entity at such address.

4.3. **Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Entity, and copies thereof will be furnished to any member of any Party, upon request and without cost.

4.4. **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware and Commonwealth of Kentucky, as applicable, without regard to the respective conflicts of laws rules or principles of such states.

4.5. **Counterparts; Electronic Delivery.** This Agreement may be executed in any number of counterparts, each of which is deemed an original and all of which together constitute one instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

SECTION 5-AMENDMENT; TERMINATION


Before the filing of an executed Certificate of Merger with the Secretary of State of the State of Delaware, and executed Articles of Merger with the Secretary of State of the Commonwealth of Kentucky, this Agreement may be terminated at any time by the written consent of both the directors of the Company and the member of each of the Merged Entities.

[Signature Page Follows]


IN WITNESS WHEREOF, the Parties have entered into this Agreement and Plan of Merger as of the date first set forth above.

MERGED ENTITIES:

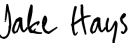
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By: _____
Name: Jake Hays
Title: President


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Title: President


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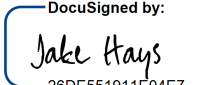
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26DE551911E04E7...
By: _____
Name: Jake Hays
Title: President

OWENSBORO AGRIBUSINESS, LLC

By: 
Name: Jake Hays
Title: President

SURVIVING ENTITY:

OWENSBORO GRAIN HOLDING COMPANY, INC.

By: 
Name: Jake Hays
Title: President