

0039512.09	m Moore SUR
Michael G. Adams Kentucky Secretary of State Received and Filed: 1/25/2024 8:00 AM Fee Receipt: \$50.00	

ARTICLES OF MERGER
OF
OWENSBORO GRAIN COMPANY, LLC
WITH AND INTO
OWENSBORO GRAIN HOLDING COMPANY, INC.

Pursuant to KRS 275.360 and KRS 271B.11-080, the undersigned surviving company 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 Holding Company, Inc., a Kentucky corporation (“OGHC”), and (ii) Owensboro Grain Company, LLC, a Kentucky limited liability company (“OGC”).

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 before 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 sole member of OGC by written consent, which was sufficient to approve the Plan of Merger on behalf of OGC.

(b) 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.

5. The effective date and time of these Articles of Merger is 11:59:59 p.m. on February 1, 2024.

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 an authorized individual.

OWENSBORO GRAIN COMPANY, LLC

DocuSigned by:

26DE551911E04E7...
By: _____
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 COMPANY, LLC**

This Agreement and Plan of Merger (this “Agreement”) dated as of January 24, 2024 is by and between Owensboro Grain Company, LLC, a Kentucky limited liability company (“OGC” or the “Merged Entity”), and Owensboro Grain Holding Company, Inc., a Kentucky corporation (the “Company” and together with the Merged Entity, the “Parties”).

Recital

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

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 between the Parties as follows:

SECTION 1-MERGER

1.1. **Constituent Entities**. The constituent business entities that are to merge are Owensboro Grain Company, LLC, a Kentucky limited liability company, and Owensboro Grain Holding Company, Inc., a Kentucky corporation.

1.2. **Merger; Retention of Limited Liability**. In accordance with the provisions of this Agreement, the Kentucky Corporation Act and the Kentucky LLC Act, the Merged Entity will merge with and into the Company (the “Merger”), the separate existence of the Merged Entity 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 limited liability.

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

(a) Adoption and approval of this Agreement and the Merger by the sole member of the Merged Entity and the directors of the Company in accordance with the requirements of the Kentucky LLC Act and the Kentucky Corporation Act; and

(b) Filing effective and executed Articles of Merger with respect to the Merger with the Secretary of State of the Commonwealth of Kentucky.

Subject to the completion of the foregoing, the Merger shall become effective on the date and time listed in the Articles of Merger (the “Effective Time”).

1.4. **Effect of the Merger.** At the Effective Time, the separate existence of the Merged Entity 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 Entity in the manner more fully set forth in the Kentucky Corporation Act and the Kentucky LLC Act, (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 Entity in the same manner as if the Company had itself incurred them, all as more fully provided under the applicable provisions of the Kentucky LLC Act and Kentucky Corporation Act. The Company shall retain the limited liability of the Merged Entity.

SECTION 2-CHARTER DOCUMENTS; DIRECTORS; OFFICERS

2.1. **Articles of Incorporation and Bylaws.** In connection with the Merger, 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 Merger.

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 and Bylaws of the Surviving Entity.

SECTION 3-MANNER OF CONVERSION OF UNITS

3.1 **The Merged Entity's Membership Interests.** Upon the Effective Time, by virtue of the Merger and without any action by the Parties, all of the membership interests of the Merged Entity held by the sole member of the Merged Entity before the Effective Time shall automatically be canceled. The sole member of the Merged Entity shall not receive any cash, property, rights or securities of any corporation or entity in connection with the Merger.

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 Entity will execute and deliver such deeds and other instruments, and the Merged Entity 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 Entity 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 Entity 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 Commonwealth of Kentucky, 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 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 the Merged Entity.

[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 ENTITY:

OWENSBORO GRAIN COMPANY, LLC

By: 
Name: Jake Hays
Title: President

SURVIVING ENTITY:

OWENSBORO GRAIN HOLDING COMPANY, INC.

By: 
Name: Jake Hays
Title: President