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ARTICLES OF MERGER
OF
Stephen Priest Realty & Referral Services, Inc.
INTO
SGP of Louisville, LLC

Pursuant to provisions of KRS 271B.11-080 and 275.360, the undersigned entities ("Constituent Entities") hereby adopt the following Articles of Merger for the purpose of merging Stephen Priest Realty & Referral Services, Inc., a Kentucky corporation, with and into SGP of Louisville, LLC, a Kentucky Limited Liability company, which shall be the surviving entity in the Merger

FIRST: The names of each of the Constituent Entities are Stephen Priest Realty & Referral Services, Inc. and SGP of Louisville, LLC. Stephen Priest Realty & Referral Services, Inc. is a corporation organized under the laws of the Commonwealth of Kentucky. SGP of Louisville, LLC is a limited liability company organized under the laws of the Commonwealth of Kentucky.

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 as a part of these Articles of Merger.

THIRD: The name of the surviving entity is SGP of Louisville, LLC.

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

FIFTH: The merger shall be effective upon filing of the Articles of Merger with the Secretary of State's Office.

Date: January 8, 2024

Stephen Priest Realty & Referral Services, Inc.

SGP of Louisville, LLC

BY: Stephen F. Priest
Title: Stephen F. Priest, President

BY: Steve F. Priest
Title: Steve F. Priest, Manager

The foregoing instrument was prepared by:

Borders and Borders, Attorneys
920 Dupont Road
Louisville, Kentucky 40207
(502)894-9200

PLAN OF MERGER
Between
Stephen Priest Realty & Referral Services, Inc.
and
SGP of Louisville, LLC

This PLAN OF MERGER ("Plan of Merger") is made and entered into as of the 8th day of January, 2024, by and between (i) Stephen Priest Realty & Referral Services, Inc., a Kentucky Corporation and (ii) SGP of Louisville, LLC, a Kentucky limited liability company ("LLC").

ARTICLE I

- A. Merger of Corporation with and into LLC.** Subject to the terms and conditions of this Plan of Merger, Corporation shall be merged with and into LLC ("Merger"), effective as of the filing of appropriate Articles of Merger with the Secretary of State of the Commonwealth of Kentucky ("Effective Time"). The separate corporate existence of the Corporation shall thereupon cease, LLC shall be the surviving entity and the separate corporate existence of LLC, 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 Kentucky Business Corporation Act and the Kentucky Limited Liability Company Act. Limited liability is retained by LLC. This merger is intended to qualify as a tax-free reorganization under Internal Revenue Code Section 368(a) Stephen Priest Realty & Referral Services, Inc.(F).
- B. Effect of Merger.** At and after the Effective Time
- 1.) LLC shall possess all of the respective rights, privileges, immunities, powers, franchises, and interests of Corporation 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, LLC 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 Corporation may be continued as if the Merger did not occur, or LLC may be substituted in the proceeding for Corporation in such action or proceeding.
 - 2.) LLC shall be liable for all liabilities of Corporation, and all debts, liabilities, obligations, and contracts of Corporation, 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 Corporation, shall be those of LLC and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of Corporation shall be preserved unimpaired.

- C. **Additional Actions.** If, at any time after the Effective Time, LLC shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to 1) vest, perfect, or confirm of record or otherwise, in LLC its rights, title, or interest in, to, or under any of the rights, properties, or assets of Corporation acquired or to be acquired by LLC as a result of, or in connection with, the Merger, or 2) otherwise carry out the purposes of this Plan of Merger, Corporation and the proper officers and directors of Corporation shall be deemed to have granted to LLC 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 LLC, and c) otherwise carry out the purposes of this Plan of Merger. The members of LLC are fully authorized in the name of Corporation or otherwise to take any and all such actions.

ARTICLE II

- A. **Conversion of Stock.** At the Effective Time:
1. Each share of Corporation Common Stock, no par value per share ("Corporation Common Stock"), which is issued and outstanding immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into .10 Units of LLC ("Units") and the stockholders of Corporation shall be deemed to have made aggregate capital contributions to LLC in a net amount equal to the value of his stock on the date of merger.
 2. The Capital interests of the Members of LLC shall remain unaffected by the Merger.
- B. **Exchange of Stock for LLC Interests.** As soon as practicable after the Effective Time, the stockholders of Corporation shall surrender to LLC any certificates which prior to the Effective Time shall have represented any shares of Corporation Common Stock. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time shall have represented any shares of Corporation Common Stock shall be deemed at and after the Effective Time to represent only the right to receive the Units into which it shall have been converted.

ARTICLE III

- A. **Articles of Organization.** From and after the Effective Time, the Articles of Organization of LLC shall be the Articles of Organization of the surviving entity.
- B. **Operating Agreement.** From and After the Effective Time, the Operating Agreement of LLC, as the surviving entity, shall be the Operating Agreement of the surviving entity.

ARTICLE IV

- A. **Stockholder and Member Approval.** It shall be a condition to the consummation of the Merger that the Merger and this Plan of Merger be submitted to the stockholders of Corporation and the members of LLC and be approved by the stockholders of Corporation and all of the members of LLC.

ARTICLE V

- A. **Governing Law.** This Plan of Merger shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.
- B. **Abandonment.** The Merger may be abandoned at any time prior to the Effective Time by action of the Board of Directors of Corporation or members of LLC, notwithstanding approval thereof by the stockholders of Corporation and the members of LLC.

IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be executed on their behalf as of the day and year first above written.

Stephen Priest Realty & Referral Services, Inc.

BY:

Stephen F. Priest
Title: Stephen F. Priest, President

SGP of Louisville, LLC

BY:

Steve F. Priest
Title: Steve F. Priest, Manager