

**ARTICLES OF DISSOLUTION
OF
THE SOUTHEAST OUTLOOK, INC.,
A KENTUCKY
NON-PROFIT CORPORATION**

0401034.09	tsemones DIS
Michael G. Adams Kentucky Secretary of State Received and Filed: 12/2/2022 8:50 AM Fee Receipt: \$5.00	

Pursuant to KRS 273.318, The Southeast Outlook Inc., a Kentucky non-profit corporation, hereby files these Articles of Dissolution.

- Article 1. The name of the corporation is **The Southeast Outlook, Inc.**
- Article 2. A resolution to dissolve the corporation was adopted by a consent in writing signed by the sole member entitled to vote thereon.
- Article 3. All debts, obligations, and liabilities of the corporation have been paid and discharged or an adequate provision has been made therefor.
- Article 4. A copy of the plan of distribution is attached hereto as Exhibit A.
- Article 5. All remaining property and assets of the corporation have been transferred, conveyed or distributed in accordance with the provisions of KRS 273.161 to 273.390.
- Article 6. There are no lawsuits pending against the corporation.
- Article 7. At the close of business on December 31, 2022, the existence of this corporation shall cease, except for the purpose of suits, other proceeding and appropriate corporate actions by members, directors or officers as provided by law.

IN WITNESS WHEREOF, the President, a duly authorized officer of The Southeast Outlook, Inc. has hereto executed these Articles of Dissolution as of the 1st day of December, 2022.

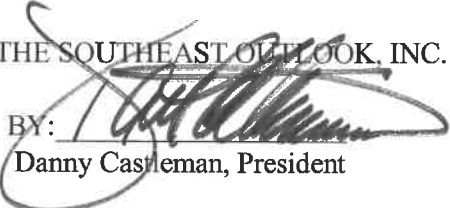
THE SOUTHEAST OUTLOOK, INC.
BY: 
Danny Castleman, President

EXHIBIT A

**AGREEMENT AND PLAN OF DISTRIBUTION
OF
THE SOUTHEAST OUTLOOK, INC.,
A KENTUCKY NON-PROFIT CORPORATION,
TO
SOUTHEAST CHRISTIAN CHURCH OF JEFFERSON
COUNTY, KENTUCKY, INC.,
A KENTUCKY NON-PROFIT CORPORATION
AND
THE DISSOLUTION OF THE SOUTHEAST OUTLOOK, INC.**

THIS AGREEMENT AND PLAN ("Agreement") is made and entered on December 1, 2022, but effective as of the close of business on December 31, 2022, by and between **The Southeast Outlook, Inc.**, a Kentucky Non-Profit Corporation (the "Outlook"), and **Southeast Christian Church of Jefferson County, Kentucky, Inc.**, a Kentucky Non-Profit corporation ("SCC"). The Outlook and SCC are referred to herein as the "Parties."

RECITALS

WHEREAS, the Board of Directors of The Outlook and the Board of Elders of SCC, respectively, deem it advisable and generally to the advantage and welfare of the companies and their respective constituencies, that The Outlook transfer all of its assets and liabilities to SCC under the provisions of KRS Chapter 273, and thereafter, that the Outlook should dissolve and liquidate in accordance with the terms of this Agreement and the Plan set forth herein.

AGREEMENT

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

SECTION 1

Transfer of Assets and Liabilities

In full and complete dissolution and liquidation of The Outlook and in accordance with the provisions of this Agreement and KRS Chapter 273, The Outlook shall transfer all of its assets and liabilities to SCC (the "Transfer"), effective at the close of business on December 31, 2022 (the "Effective Date"). Upon the Effective Date, (a) The Outlook hereby transfers, assigns and conveys all of its assets, rights, powers and property (including, without limitation, all rights in and to the use of the name "The Outlook") as constituted immediately prior to the Effective Date, (b) SCC, without other transfer, accepts all of the assets, rights, powers and property of The Outlook in the manner more fully set forth in KRS 273.291, and (c) SCC assumes and agrees to pay, without other action, all of the debts, liabilities and obligations of The Outlook in the same manner as if SCC had itself incurred them.

SECTION 2

DISSOLUTION DOCUMENTS

Appropriate officers of The Outlook shall execute and deliver Articles of Dissolution to the Kentucky Secretary of State in accordance with the provisions of KRS 273.313 on or prior to December 31, 2022, which Articles shall be effective at the close of business on December 31, 2022.

SECTION 3

GENERAL

3.1. Further Assurances. From time to time, as and when required by SCC or its successors or assigns, there shall be executed and delivered on behalf of The Outlook such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by SCC the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of The Outlook and otherwise to carry out the purposes of this Agreement, and the officers, authorized persons and Elders of SCC are fully authorized in the name and on behalf of The Outlook or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2. 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 giving effect to principles of conflicts of law thereof.

SECTION 4

TERMINATION

Prior to the Effective Time, this Agreement may be terminated at any time by the action of both the Board of Elders of SCC and the Board of Directors of The Outlook, whether before or after approval by the sole member of The Outlook.

SECTION 5

COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement and Plan to be executed by an authorized individual as of the date first written above

THE SOUTHEAST OUTLOOK, INC.

By: 

Cynthia Coffee, Secretary

SOUTHEAST CHRISTIAN CHURCH OF JEFFERSON
COUNTY, KENTUCKY, INC., as a Party to this Agreement
and as the sole member of The Southeast Outlook, Inc.

By: 

Cynthia Coffee, General Counsel