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SURMichael G. Adams  
Kentucky Secretary of State  
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**ARTICLES OF MERGER  
OF  
CHRIS CURLEY BASEBALL, LIMITED LIABILITY COMPANY  
WITH AND INTO  
CHRIS CURLEY YOUTH BASEBALL, INC.**

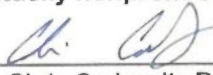
Pursuant to the provisions of Kentucky Revised Code Section 273.287, the undersigned entities ("Merging Corporations") hereby adopt the following Articles of Merger for the purpose of merging **CHRIS CURLEY BASEBALL LIMITED LIABILITY COMPANY**, a Kentucky nonprofit limited liability company ("LLC"), with and into **CHRIS CURLEY YOUTH BASEBALL, INC.** a Kentucky nonprofit corporation ("Corporation"), which shall be the surviving Kentucky nonprofit corporation in the merger, and shall operate under the name **CHRIS CURLEY BASEBALL, INC.:**

1. **Plan of Merger.** Attached hereto as Exhibit A is a copy of the Plan of Merger ("Plan of Merger") adopted by each of the Merging Corporations, which Plan of Merger is incorporated by reference herein.
2. **LLC's Shares.** LLC's has one member, Chris Curley, who was entitled to one vote on the Plan of Merger.
3. **Corporation Shares.** Corporation has no issued and outstanding shares of stock, and instead the Board of Directors was entitled to one vote in the Plan of Merger.
4. **Vote of LLC Shares.** Chris Curley's 100% membership interest in LLC voted in favor of the Plan of Merger.
5. **Vote of Corporation Shares.** The Board of Directors, by unanimous written consent dated April 6, 2023, unanimously voted in favor of the Plan of Merger.
6. **Approval.** The number of votes cast for the Plan of Merger was sufficient for approval by each of LLC and Corporation.
7. **Conversion of Shares and Exchange of Shares.** Following the merger described herein, the Corporation shall have no shareholders, and as a nonprofit corporation organized under KRS Chapter 273, the Board of Directors shall govern the Corporation.
8. **Effective Time.** The Merger shall be effective upon filing with the Kentucky Secretary of State.

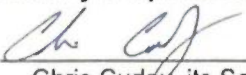
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DATED: 4-6, 2023

**CHRIS CURLEY YOUTH BASEBALL, INC.**  
a Kentucky nonprofit corporation

By:   
Chris Curley, its President  
("Corporation")

**CHRIS CURLEY BASEBALL LIMITED LIABILITY  
COMPANY**  
a Kentucky nonprofit limited liability company

By:   
Chris Curley, its Sole Member  
("LLC")

## **EXHIBIT A: PLAN OF MERGER**

See attached.

**AGREEMENT AND PLAN OF MERGER  
OF  
CHRIS CURLEY BASEBALL LIMITED LIABILITY COMPANY  
WITH AND INTO  
CHRIS CURLEY YOUTH BASEBALL, INC., A KENTUCKY NONPROFIT  
CORPORATION**

**THIS AGREEMENT AND PLAN OF MERGER** ("Merger Agreement") is entered into as of the 10th day of April, 2023 to be effective upon the date of filing with the Kentucky Secretary of State (the "Effective Date"), by and between **CHRIS CURLEY YOUTH BASEBALL, INC.**, a Kentucky nonprofit corporation (the "Corporation") and **CHRIS CURLEY BASEBALL LIMITED LIABILITY COMPANY**, a Kentucky nonprofit limited liability company (the "LLC").

**RECITALS**

A. LLC is a nonprofit limited liability company duly organized and existing under the laws of the Commonwealth of Kentucky, with one member, Chris Curley.

B. The Corporation is a nonprofit corporation duly organized and existing under the laws of the Commonwealth of Kentucky, with no shareholders or members and whose operations are governed by its Board of Directors.

C. The Board of Directors of the Corporation and sole Member of LLC deem the merger of the LLC with and into the Corporation desirable pursuant to the terms and conditions of this Merger Agreement, and have approved and adopted this Merger Agreement.

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements herein contained and the mutual benefits herein provided and in accordance with applicable Kentucky law, the parties hereto do hereby agree as follows:

**ARTICLE I  
MERGER**

Subject to the terms and conditions of this Merger Agreement on the Effective Date, following the filing of appropriate Articles of Merger with the Secretary of State of Kentucky, the LLC shall be merged with and into the Corporation pursuant to the provisions of, and with the effect provided in, KRS 273 and other applicable Kentucky law (said transaction being referred to hereinafter as the "Merger"). On the Effective Date, the separate existence of the LLC shall cease and the Corporation, as the surviving entity, shall continue unaffected and unimpaired by the Merger (Corporation as existing on and after the Effective Date being hereinafter referred to as the "Surviving Entity"). The Merger shall be pursuant to, and with the effect provided in, applicable provisions of Section 273.287 of the Kentucky Revised Statutes. Notwithstanding the foregoing, the name of the Surviving Entity shall be **Chris Curley Baseball, Inc.**

**ARTICLE II**  
**ARTICLES OF INCORPORATION AND CODE OF REGULATIONS**

2.1 The Articles of Incorporation of the Corporation in effect immediately prior to the Effective Date shall remain the Articles of Incorporation of the Surviving Entity, until altered, amended, or repealed in accordance with the terms and provisions thereof and applicable law.

**ARTICLE III**  
**DIRECTORS AND OFFICERS**

From and after the Effective Date, those persons who were directors and officers of Corporation immediately prior to the Effective Date shall be the directors and officers of the Surviving Entity.

**ARTICLE IV**  
**TRANSFER OF ASSETS AND LIABILITIES**

4.1 On and after the Effective Date, the Surviving Entity shall possess all of the respective rights, privileges, immunities, powers, franchises, and interests of both Corporation and LLC in and to every type of property (real, personal, and mixed) and causes of action, all of which shall be transferred to, and vested in, the Surviving Entity 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 either Corporation or LLC may be continued as if the Merger did not occur, or the Surviving Entity may be substituted in such proceeding for LLC, as appropriate. The Surviving Entity shall be liable for all respective liabilities of both Corporation and LLC, and all debts, liabilities, obligations and contracts of either company, 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 either company, shall be those of the Surviving Entity and shall not be released or impaired by the Merger. Further, all rights of creditors and other obliges and all liens on properties of LLC shall be preserved and unimpaired.

**ARTICLE V**  
**SURRENDER OF INTEREST**

5.1 On the Effective Date, all membership interest in the LLC that is issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger, be terminated.

5.2 The Board of Directors of the Surviving Entity shall govern its operations, and there shall be no shareholders or members of the Surviving Entity pursuant to KRS Chapter 273.

5.3 On the Effective Date, the transfer books of LLC shall be closed and no transfer of LLC interest shall thereafter be made or recognized.

## **ARTICLE VI EFFECTIVE DATE OF THE MERGER**

The Articles of Merger evidencing the transactions contemplated herein shall be delivered to the Kentucky Secretary of State for filing. The Merger shall be effective as of the Effective Date upon filing of such Articles of Merger pursuant to this Article VI.

Corporation and LLC shall do all such other acts and things which may be necessary in order to effectuate the Merger contemplated herein.

## **ARTICLE VII FURTHER ASSURANCES**

If at any time the Surviving Entity shall consider or be advised that any further assignments, conveyances, or assurances are necessary or desirable to vest, perfect, or confirm in Surviving Entity title to any property or rights of the LLC, or otherwise carry out the provisions hereto, the proper directors or officers of the LLC, as of the Effective Date, and thereafter the directors or officers of Surviving Entity acting on behalf of the LLC, shall execute and deliver any and all proper assignments, conveyances, and assurances, and do all things necessary or desirable to vest, perfect, or confirm title to such property or rights in Surviving Entity and otherwise carry out the provisions here.

## **ARTICLE VIII AGREEMENT AND PLAN OF MERGER**

This document shall constitute the Agreement and Plan of Merger of LLC and Corporation and the terms and conditions of the Merger.

## **ARTICLE IX MISCELLANEOUS**

9.1 Headings. The headings of several articles herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Merger Agreement.

9.2 Counterparts. For the convenience of the parties hereto and to facilitate the filing and recording of the Merger Agreement, it may be executed in several counterparts,

each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

9.3 Governing Law. This Merger Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky applicable to agreements made and entirely to be performed in such jurisdiction.

9.4 Binding Effect. This Merger Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.


9.5 Entire Agreement; Amendment. This Merger Agreement constitutes the entire agreement among the parties and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Merger Agreement may be amended, modified or supplemented by the parties hereto by mutual agreement in writing.

*[ Remainder of Page Intentionally Left Blank. Signature Page Follows. ]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement and Plan of Merger to be executed in counterparts by their duly authorized officers all as of the day, month and year first above written.


**CORPORATION:**

**CHRIS CURLEY YOUTH BASEBALL, INC.,**  
a Kentucky nonprofit corporation

By:   
\_\_\_\_\_  
Chris Curley, its President

**LLC:**

**CHRIS CURLEY BASEBALL LIMITED  
LIABILITY COMPANY**  
a Kentucky nonprofit limited liability company

By:   
\_\_\_\_\_  
Chris Curley, its Sole Member