

**1242886.06**mmoore  
MRGMichael G. Adams  
Kentucky Secretary of State  
Received and Filed:  
6/14/2023 10:44 AM  
Fee Receipt: \$50.00

**ARTICLES OF MERGER  
OF  
VIRIDIAN APARTMENTS, LLC,  
A KENTUCKY LIMITED LIABILITY COMPANY  
WITH AND INTO  
VIRIDIAN APARTMENTS, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY**

Pursuant to Section 360 of the Kentucky Limited Liability Company Act (the “**KLLCA**”), Viridian Apartments, LLC, a Delaware limited liability company (“**Viridian Delaware**”), hereby delivers to the Secretary of State of the Commonwealth of Kentucky these Articles of Merger for the purpose of merging Viridian Apartments, LLC, a Kentucky limited liability company (“**Viridian Kentucky**”), with and into Viridian Delaware.

1. The name and jurisdiction of formation of each constituent business entity which is to merge are: (a) Viridian Apartments, LLC, which was organized as a limited liability company under the laws of the Commonwealth of Kentucky; and (b) Viridian Apartments, LLC, which was organized as a limited liability company under the laws of the State of Delaware.

2. The name of the surviving business entity is “Viridian Apartments, LLC.”

3. The Agreement and Plan of Merger (the “**Plan of Merger**”) is attached hereto as **Exhibit A** and made a part hereof. Pursuant to the Plan of Merger, Viridian Kentucky will merge with and into Viridian Delaware in accordance with the laws of the Commonwealth of Kentucky and with the laws of the State of Delaware.

4. The Plan of Merger was duly authorized and approved by each constituent business entity in accordance with Section 350 of the KLLCA as follows:

(a) the Plan of Merger was approved by the managers of Viridian Kentucky by majority vote, which was sufficient to approve the Plan of Merger on behalf of Viridian Kentucky; and

(b) the Plan of Merger was approved by the managers of Viridian Delaware by majority vote, which was sufficient to approve the Plan of Merger on behalf of Viridian Delaware.

5. As the surviving entity, Viridian Delaware:

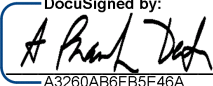
(a) agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for enforcement of any obligation of Viridian Kentucky, as well as for enforcement of any obligation of the surviving business entity arising from the merger; and

(b) appoints the Secretary of State of the Commonwealth of Kentucky as its agent for service of process in any such proceeding, with a copy of any such process mailed to the surviving entity at: Viridian Apartments, LLC, 509 Spring Street, Jeffersonville, Indiana 47130.

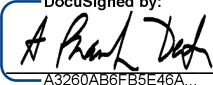
6. The effective date and time of these Articles of Merger is 11:59 p.m. on June 13, 2023.

IN WITNESS WHEREOF, each constituent business entity has caused these Articles of Merger to be executed by an authorized individual as of the date set forth above.

**VIRIDIAN APARTMENTS, LLC,**  
a Kentucky limited liability company

By:  DocuSigned by:  
A3260AB6FB5E46A...  
A. Brandon Denton, Manager

**VIRIDIAN APARTMENTS, LLC,**  
a Delaware limited liability company

By:  DocuSigned by:  
A3260AB6FB5E46A...  
A. Brandon Denton, Manager

**EXHIBIT A**

**Agreement and Plan of Merger**

[Agreement and Plan of Merger attached on next page.]

**AGREEMENT AND PLAN OF MERGER  
OF  
VIRIDIAN APARTMENTS, LLC,  
A KENTUCKY LIMITED LIABILITY COMPANY,  
WITH AND INTO  
VIRIDIAN APARTMENTS, LLC,  
A DELAWARE LIMITED LIABILITY COMPANY**

This Agreement and Plan of Merger (this “**Agreement**”) is made as of May 31, 2023, by and among Viridian Apartments, LLC, a Kentucky limited liability company (“**Viridian Kentucky**”), and Viridian Apartments, LLC, a Delaware limited liability company (“**Viridian Delaware**”). Viridian Kentucky and Viridian Delaware are referred to herein as the “**Parties**.”

**WHEREAS**, the manager of Viridian Kentucky (the “**Kentucky Manager**”) and the Manager of Viridian Delaware (the “**Delaware Manager**”), respectively, has determined that it is advisable and generally to the advantage and welfare of the Parties and their respective members that Viridian Kentucky merge with and into Viridian Delaware under the provisions of the Kentucky Limited Liability Company Act (the “**KLLCA**”) and the Delaware Limited Liability Company Act (the “**DLLCA**”);

**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 (a) Viridian Apartments, LLC, a Kentucky limited liability company, and (b) Viridian Apartments, LLC, a Delaware limited liability company.

1.2. **Merger**. In accordance with the provisions of this Agreement, the KLLCA and the DLLCA, Viridian Kentucky will merge with and into Viridian Delaware (the “**Merger**”), the separate existence of Viridian Kentucky will cease and Viridian Delaware will be the surviving entity (the “**Surviving Entity**”) and the name of the Surviving Entity is “Viridian Apartments, LLC.”

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 Kentucky Manager and members of Viridian Kentucky, and by the Delaware Manager and members of Viridian Delaware in accordance with the requirements of the KLLCA and the DLLCA;

(b) filing the effective and executed Articles of Merger with the Secretary of State of the Commonwealth of Kentucky; and

(c) filing the effective and executed Certificate of Merger with the Secretary of State of the State of Delaware.

Subject to the foregoing, the Merger shall become effective at 11:59 p.m. on June 13, 2023 (the “*Effective Time*”).

1.4. **Effect of the Merger.** At the Effective Time, the separate existence of Viridian Kentucky will cease and Viridian Delaware, as the Surviving Entity, will: (a) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time; (b) succeed, without other transfer, to all of the assets, rights, powers and property of Viridian Kentucky in the manner more fully set forth in the KLLCA and the DLLCA; (c) continue to be subject to all of the debts, liabilities and obligations of Viridian Delaware as constituted immediately prior to the Effective Time; and (d) succeed, without other transfer, to all of the debts, liabilities and obligations of Viridian Kentucky in the same manner as if Viridian Delaware had itself incurred them, all as more fully provided under the applicable provisions of the KLLCA and the DLLCA.

## **Section 2**

### **CERTIFICATE; DIRECTORS AND OFFICERS**

2.1. **Certificate of Formation.** In connection with the Merger, the Certificate of Formation of Viridian Delaware as in effect immediately prior to the Effective Time will continue in full force and effect immediately after the Effective Time as the Certificate of Formation of the Surviving Entity, until duly amended in accordance with the provisions thereof and applicable law. No changes to Viridian Delaware’s Certificate of Formation are desired to be effected by the Merger.

2.2. **Directors and Officers.** The Directors and Officers of Viridian Delaware immediately prior to 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 Certificate of Formation or Limited Liability Company Agreement of the Surviving Entity.

## **Section 3**

### **MANNER OF CONVERSION OF UNITS**

3.1. **Viridian Kentucky Units.** Upon the Effective Time, by virtue of the Merger and without any action by the Parties: (a) each Unit of Viridian Kentucky held by each member of Viridian Kentucky immediately prior to the Effective Time shall be converted into one Unit of Viridian Delaware.

3.2. **Viridian Delaware Units.** Upon the Effective Time, by virtue of the Merger and without any action by the Parties each Unit of Viridian Delaware held by Viridian Kentucky immediately prior to the Effective Time shall be cancelled.

## **Section 4**

### **MISCELLANEOUS**

4.1. **Further Assurances.** From time to time, as and when required by Viridian Delaware or by its successors or assigns, Viridian Kentucky will execute and deliver such deeds and other instruments, and Viridian Kentucky will take or caused 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 Viridian Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Viridian Kentucky, and otherwise to carry out the purposes of this Agreement. The Officers and Directors of Viridian Delaware are fully authorized in the name and on behalf of Viridian Kentucky 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 State of Delaware is located at 108 Lakeland Avenue, in the City of Dover, County of Kent, Delaware 19901. Capitol Services, 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 either 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, without regard to its conflict of law principles.

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.

4.6. **Amendment; Termination.** Prior to the filing of the executed Certificate of Merger with the Secretary of State of the State of Delaware and the 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 Manager of Viridian Delaware and the Manager of Viridian Kentucky, whether before or after approval by the members of Viridian Delaware or the members of Viridian Kentucky.

*[Signature page to follow.]*

**IN WITNESS WHEREOF**, the undersigned has executed this Agreement and Plan of Merger as of the date first set forth above.

**VIRIDIAN APARTMENTS, LLC,**  
a Kentucky limited liability company

By:



Name: A. Brandon Denton

Title: Manager

**VIRIDIAN APARTMENTS, LLC,**  
a Delaware limited liability company

By:



Name: A. Brandon Denton

Title: Manager

*Signature Page to Agreement and Plan of Merger*