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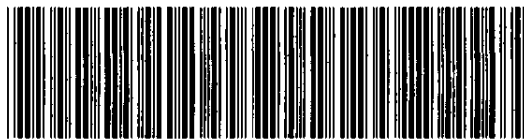
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EFFECTIVE DATE

Jan 1, 2010

Merger/CC  
@ 1/5/10

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December 30, 2009

**Via Federal Express**

Florida Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: Articles of Merger for: Jim Hinton Oil Co., Inc. (Document Number 356435) and  
Jim Hinton Oil Company of Georgia, Inc.

Dear Sir or Madam:

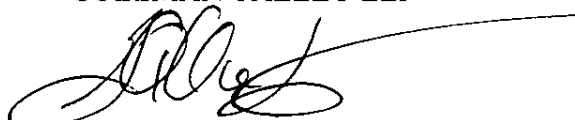
Jim Hinton Oil Company of Georgia, Inc., a Georgia corporation, ("Merging") is merging into Jim Hinton Oil Co., Inc., a Florida corporation ("Surviving"). Please find enclosed:

1. The Articles of Merger for Surviving and Merging;
2. A check in the amount of \$78.50 payable to the Florida Department of State, Division of Corporation, in payment of the cost of filing the Articles of Merger and Application for a Certificate of Authority.

We will appreciate your processing these documents, and if everything is in order, we will appreciate your issuing Certificates of Merger and returning same to the attention of the undersigned. If you should have any questions regarding the enclosed documents please do not hesitate to contact me.

Very Truly Yours,

COLEMAN TALLEY LLP



Gregory Q. Clark

Enclosures

**ARTICLES OF MERGER OF**

JIM HINTON OIL CO., INC.

and

JIM HINTON OIL COMPANY OF GEORGIA, INC.

**EFFECTIVE DATE**  
*Jan 1, 2010*

Pursuant to Florida Statutes Annotated § 607.1105 and Section 14-2-1105 of the Official Code of Georgia Annotated, the undersigned corporations, JIM HINTON OIL CO., INC., a Florida corporation ("Surviving"), and JIM HINTON OIL COMPANY OF GEORGIA, INC., a Georgia corporation ("Merging"), adopt the following Articles of Merger for the purpose of merging Merging into Surviving effective January 1, 2010:

1. The surviving corporation is JIM HINTON OIL CO., INC., a Florida corporation.
2. The name and jurisdiction of incorporation or formation of each of the merging entities are as follows:

JIM HINTON OIL CO., INC., a Florida corporation  
(Document Number 356435)

JIM HINTON OIL COMPANY OF GEORGIA, INC., a Georgia corporation  
(Control Number H403184)

3. The Plan of Merger is attached.
4. The effective date and time of the merger shall be January 1, 2010.
5. The Plan of Merger was adopted by the shareholders of Surviving by written consent in accordance with Florida Statutes Annotated § 607.0704 on December 30, 2009.
5. The Plan of Merger was adopted by the shareholders of Merging by written consent in accordance with O.C.G.A. § 14-2-704 on December 30, 2009.
7. The laws of the State of Georgia, the jurisdiction of organization of Merging, permit the merger contemplated by the Plan of Merger, and the laws of the State of Georgia on fulfillment of all filing and recording requirements set forth by the applicable laws of the State of Georgia, will have been complied with, including the request for publication of a notice of filing the Articles of Merger and payment therefor as required by subsection (b) of Section 14-2-1105.1 of the Georgia Business Corporation Code.

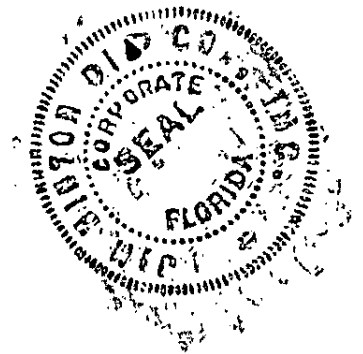
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SECRETARY OF FLORIDA  
TALLAHASSEE, FLORIDA  
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IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute these Articles of Merger this 30<sup>th</sup> day of December, 2009.

JIM HINTON OIL CO., INC.  
a Florida corporation

By: *Stephanie L. Hinton*  
Stephanie L. Hinton, President

Attest: *Judith H. Hinton*  
Judith H. Hinton, Secretary



JIM HINTON OIL COMPANY OF GEORGIA, INC.  
a Georgia corporation

By: *Stephanie L. Hinton*  
Stephanie L. Hinton, President

Attest: *Judith H. Hinton*  
Judith H. Hinton, Secretary



## PLAN AND AGREEMENT OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into this 30<sup>th</sup> day of December, 2009, by and among JIM HINTON OIL CO., INC., a Florida corporation ("Surviving"), and JIM HINTON OIL COMPANY OF GEORGIA, INC., a Georgia corporation ("Merging").

### ARTICLE 1. PLAN OF MERGER

1.01. **Plan Adopted.** A plan of merger of Merging and Surviving, pursuant to Section 607.1101 of the Florida Statutes *and* Section 14-2-1101 of the Official Code of Georgia Annotated *and* Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

- (a) Merging shall be merged with and into Surviving, to exist and be governed by the laws of the State of Florida.
- (b) The name of Surviving shall be JIM HINTON OIL CO., INC., a Florida corporation.
- (c) When this Agreement shall become effective, the separate corporate existence of Merging shall cease, and the Surviving shall succeed, without other transfer, to all the rights and property of Merging and shall be subject to all the debts and liabilities of Merging in the same manner as if Surviving had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.
- (d) Surviving will carry on business with the assets of Merging, as well as with the assets of Surviving.
- (e) The shareholders of Merging will surrender all of their shares in the manner hereinafter set forth.
- (f) In exchange for the shares of Merging surrendered by its shareholders, Surviving will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its Class A Common Stock and Class B Common Stock.
- (g) The shareholders of Surviving will retain their shares as shares of Surviving.
- (h) The Articles of Incorporation of Surviving, as existing on the effective date of the merger, shall continue in full force until altered, amended, or repealed as provided in the Articles or as provided by law.

1.02. **Effective Date.** The effective date of the merger (the "Effective Date") shall be January 1, 2010.

ARTICLE 2.  
REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.01. **Nonsurvivor.** As a material inducement to Surviving to execute this Agreement and perform its obligations under this Agreement, Merging represents and warrants to Surviving as follows:

- (a) Merging is a corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia, with corporate power and authority to own property and carry on its business as it is now being conducted. Merging is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.
- (b) Merging has two classes of authorized capital stock consisting of:
  - (i) fifty thousand (50,000) shares of voting common stock, each of no par value ("Class A Common Stock"), of which one hundred (100) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement; and
  - (ii) four hundred fifty thousand (450,000) shares of non-voting common stock, each of no par value ("Class B Common Stock"), of which nine hundred (900) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.
- (c) All required federal, state, and local tax returns of Merging have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. Merging has not been delinquent in the payment of any tax or assessment.

2.02. **Survivor.** As a material inducement to Merging to execute this Agreement and perform its obligations under this Agreement Surviving represents and warrants to Merging as follows:

- (a) Surviving is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Surviving is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.
- (b) Surviving has two classes of authorized capital stock consisting of:
  - (i) twenty-five thousand (25,000) shares of voting common stock, each of no par value ("Class A Common Stock"), of which three hundred twenty-five (325) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement; and
  - (ii) two hundred twenty-five thousand (225,000) shares of non-voting common stock, each of no par value ("Class B Common Stock"), of which two thousand, nine hundred twenty-five (2,925) shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

2.03. **Securities Law.** The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

#### ARTICLE 3.

#### COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

3.01. **Interim Conduct of Business; Limitations.** Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of Surviving, pending consummation of the merger, Merging shall not:

- (a) Declare or pay any dividend or make any other distribution on its shares.
- (b) Create or issue any indebtedness for borrowed money.
- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

3.02. **Submission to Shareholders.** This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State Florida and the State of Georgia for approval.

#### ARTICLE 4.

#### MANNER OF CONVERTING SHARES

4.01. **Manner.** The holders of shares of Merging shall surrender their shares of Merging to the Secretary of Surviving promptly after the Effective Date, in exchange for shares of Surviving to which they are entitled under this Article 4.

4.02. **Basis.** The shareholders of Merging shall be entitled to receive shares of Surviving as follows:

- (a) Each share of Class A Common Stock of Merging issued and outstanding immediately prior to the Effective Date shall, without any action on the part of the holder thereof, be converted into the right to receive one (1) share of Class A Common Stock of Surviving.
- (b) Each share of Class B Common Stock of Merging issued and outstanding immediately prior to the Effective Date shall, without any action on the part of the holder thereof, be converted into the right to receive one (1) share of Class B Common Stock of Surviving.

4.03. **Shares of Surviving.**

(a) The currently outstanding three hundred twenty-five (325) shares of Class A Common Stock of Surviving, each of no par value, shall remain outstanding as Class A Common Stock, each of no par value, of Surviving.

(b) The currently outstanding two thousand, nine hundred twenty-five (2,925) shares of Class B Common Stock of Surviving, each of no par value, shall remain outstanding as Class B Common Stock, each of no par value, of Surviving.

4.04. **Result of Conversion.** After converting Merging shares into Surviving shares, Surviving shall have authorized capital stock of:

(a) twenty-five thousand (25,000) shares of Class A Common Stock, of which four hundred twenty-five (425) shares will be validly issued and outstanding, fully paid, and nonassessable; and

(b) two hundred twenty-five thousand (225,000) shares of Class B Common Stock, of which three thousand, eight hundred twenty-five (3,825) shares will validly issued and outstanding, fully paid, and nonassessable.

#### ARTICLE 5. DIRECTORS, OFFICERS AND BYLAWS

5.01. **Directors and Officers of Survivor.**

(a) The present Board of Directors of Surviving shall continue to serve as the Board of Directors of Surviving until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of Surviving on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of Surviving.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of Surviving shall remain as officers of Surviving until the Board of Directors of Surviving shall determine otherwise. The Board of Directors of Surviving may elect or appoint additional officers as it deems necessary.

5.02. **Bylaws of Survivor.** The bylaws of Surviving, as existing on the Effective Date of the merger, shall continue in full force as the bylaws of Surviving until altered, amended, or repealed as provided in the bylaws or as provided by law.

#### ARTICLE 6. INTERPRETATION AND ENFORCEMENT

6.01. **Further Assurances.** Merging agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments Merging further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or



desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

6.02. **Entire Agreement; Counterparts.** This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

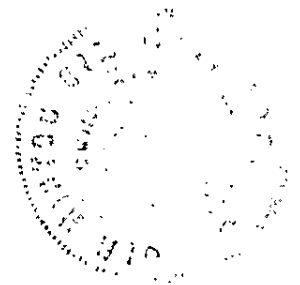
6.03. **Controlling Law.** The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Plan and Agreement of Merger this 30<sup>th</sup> day of December, 2009.

JIM HINTON OIL CO., INC.  
a Florida corporation

By: Stephanie L. Hinton  
Stephanie L. Hinton, President

Attest: Judith H. Hinton  
Judith H. Hinton, Secretary



JIM HINTON OIL COMPANY OF GEORGIA, INC.  
a Georgia corporation

By: Stephanie L. Hinton  
Stephanie L. Hinton, President

Attest: Judith H. Hinton  
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