

GREENEBAUM DOLL & McDONALD PLLC

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A22687

September 20, 2000

VIA FEDERAL EXPRESS

Secretary of State
Corporations Division
409 E. Gaines Street
Tallahassee, FL 32399

800003400808--8
-09/21/00--01071--001
****105.00 ****105.00

Re: Articles of Merger

Dear Sir or Madam:

Enclosed for filing are triplicate originals of Articles of Merger of Hontoon Interim, Ltd. with and into Hontoon Landing Marina Limited Partnership, along with a check in the amount of \$105.00 in payment of the filing fee.

Please return one original of the Articles, stamped as filed, to me in the enclosed, self-addressed envelope.

If you have any questions or need additional information, please call me.

Thank you for your assistance.

Very truly yours,



Elaine T. Hackett
Legal Assistant

/eth
cc: Charles Fassler

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 SEP 21 AM 10:03

ARTICLES OF MERGER
Merger Sheet

MERGING:

HONTOON INTERIM, LTD., A Florida Limited Partnership, A00000001179

into

HONTOON LANDING MARINA LIMITED PARTNERSHIP, a Florida entity
A22687

File date: September 21, 2000 , effective September 30, 2000

Corporate Specialist: Michelle Hodges

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 SEP 21 AM 10:03

**ARTICLES OF MERGER
OF
HONTOON INTERIM, LTD.
WITH AND INTO
HONTOON LANDING MARINA LIMITED PARTNERSHIP**

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 SEP 21 AM 10:03

Pursuant to the provisions of Fla. Stat. §620.203, the undersigned entities ("Constituent Entities") hereby adopt the following Articles of Merger for the purpose of merging Hontoon Interim, Ltd., a Florida limited partnership ("Interim"), with and into Hontoon Landing Marina Limited Partnership, a Florida limited partnership ("Partnership"), which shall be the surviving entity in the Merger.

- FIRST:** The Agreement and Plan of Merger ("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 herein as a part of these Articles of Merger.
- SECOND:** The Plan of Merger was duly authorized and approved by each of the Constituent Entities, both of which are Florida limited partnerships, in accordance with the provisions of Chapter 620 of the Florida Statutes.
- THIRD:** The written consent of the entity which will be the sole General Partner of the surviving entity has been obtained pursuant to Fla. Stat. §620.202(2)
- FOURTH:** The merger shall be effective as of 11:59 p.m. on September 30, 2000.

Dated: September 14, 2000.

A00000001179
HONTOON INTERIM, LTD.

By: Hontoon Management Corporation

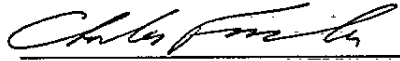
By: William A. Nyatoh
Title: V.P.

A22487
HONTOON LANDING MARINA LIMITED
PARTNERSHIP

By: Hontoon Management Corporation

By: William A. Nyatoh
Title: V.P.

The foregoing instrument
was prepared by:

A handwritten signature in cursive script, appearing to read "Charles Fassler", is written over a horizontal line.

Charles Fassler, Esq.
Greenebaum Doll & McDonald PLLC
3300 National City Tower
101 South First Street
Louisville, KY 40202
(502) 587-3537

LOU:573759.1

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into and effective as of the 31st day of July, 2000, by and between (i) HONTOON LANDING MARINA LIMITED PARTNERSHIP, a Florida limited partnership ("Partnership"), and (ii) HONTOON INTERIM, LTD., a Florida limited partnership ("Interim").

1. MERGER.

1.1 Merger of Interim With and Into the Partnership. Subject to the terms and conditions of this Agreement, Interim shall be merged with and into the Partnership ("Merger"), effective upon the filing of Articles of Merger with the Department of State of Florida ("Effective Time"). The separate existence of Interim as a limited partnership shall thereupon cease; the Partnership shall be the surviving entity and the separate existence of the Partnership as a limited partnership, 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 laws of the State of Florida.

1.2 Effect of Merger. At and after the Effective Time:

(a) The Partnership shall possess all of the respective rights, privileges, powers, franchises and interests of Interim 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, the Partnership 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 Interim may be continued as if the Merger did not occur, or the Partnership may be substituted in the proceeding for Interim in such action or proceeding.

(b) The Partnership shall be liable for all liabilities of Interim, and all debts, liabilities, obligations and contracts of Interim, 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 Interim, shall be those of the Partnership and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of Interim shall be preserved unimpaired.

1.3 Additional Actions. If, at any time after the Effective Time, the Partnership shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in the Partnership its right, title or interest in, to or under any of the rights, properties or assets of Interim acquired or to be acquired by the Partnership as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, Interim, and the General Partner of Interim shall be deemed to have granted to the Partnership an irrevocable power of attorney to (a) execute and deliver all such proper

EXHIBIT A

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 the Partnership and (c) otherwise carry out the purposes of this Agreement. The General Partner of the Partnership is fully authorized in the name of Interim or otherwise to take any and all such actions.

2. CONVERSION OF PARTNERSHIP INTERESTS. At the Effective Time:

(a) The partnership interests of the partners of Interim prior to the Merger shall be canceled and no partnership interests in the Partnership shall be issued in exchange therefor.

(b) The partnership interests of the partners of the Partnership prior to the Merger, other than those partners who have perfected their dissenters rights in accordance with the Florida Revised Uniform Partnership Act ("Dissenting Partners"), shall remain the same after the Merger, without any action on the part of the holder thereof.

(c) Dissenting Partners shall, upon the effectiveness of the Merger, have only such rights, if any, as they may have pursuant to the provisions of the Florida Revised Uniform Partnership Act.

3. GENERAL PARTNER. The name and address of the General Partner of the Partnership, as the surviving entity, are:

794000092974
Hontoon Management Corporation
1300 Gardiner Lane
Suite 9
Louisville, Kentucky 40213

4. GENERAL PARTNER CONSENT. Hontoon Management Corporation, as the sole general partner of the Partnership, as the surviving entity, hereby consents to the Merger.

5. STATEMENT OF FAIR VALUE. For purposes of Fla. Stat §620.205(1)(a), the fair value of the partnership, immediately prior to the Merger, shall be \$23,000.00.

6. CERTIFICATE OF LIMITED PARTNERSHIP AND AGREEMENT OF LIMITED PARTNERSHIP.

6.1 Certificate of Limited Partnership. From and after the Effective Time, the Certificate of Limited Partnership of the Partnership shall be the Certificate of Limited Partnership of the surviving entity.

6.2 Amendment of Agreement of Limited Partnership. From and after the Effective Time, the Agreement of Limited Partnership ("Partnership Agreement") of Interim shall be the Partnership Agreement of the surviving entity, except that Section 2.1 of the Partnership Agreement shall be amended in its entirety to read as follows:

"2.1 Name. The name of the Partnership is Hontoon Landing Marina Limited Partnership."

7. **CONDITIONS TO MERGER.** It shall be a condition to the consummation of the Merger that:

(a) The limited partners of Interim and the Partnership have approved this Agreement.

(b) Both Interim and the Partnership have determined that all consents which they require to be obtained from third parties shall have been obtained.

8. **ABANDONMENT.** The Merger may be abandoned by the mutual consent of the parties at any time prior to the filing of Articles of Merger notwithstanding the approval of the Merger by the limited partners of the parties.

9. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**HONTOON LANDING MARINA LIMITED
PARTNERSHIP**

By: Hontoon Management Corporation,
General Partner

By: William A. Myrick
Title: V.P.
("Partnership")

HONTOON INTERIM, LTD.

By: Hontoon Management Corporation,
General Partner

By: William A. Myrick
Title: V.P.
("Interim")