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MERGER OR SHARE EXCHANGE

GREEN MHP, LLC

Certificate of Status	1
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Certificate of Merger  
For  
Florida Limited Liability Company

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
GREEN MHP, LLC	Kansas	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
GREEN MHP, LLC	Florida	LLC

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THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

December 31, 2006, 11:59pm

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
GREEN MHP, LLC	<i>Eric T. Knorr</i>	Eric T. Knorr
GREEN MHP, LLC	<i>Eric T. Knorr</i>	Eric T. Knorr

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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## PLAN OF MERGER

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
GREEN MHP, LLC	Kansas	LLC

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
GREEN MHP, LLC	Florida	LLC

**THIRD:** The terms and conditions of the merger are as follows:

Please see attached.

(Attach additional sheet if necessary)

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**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting ~~rights to acquire~~ the interests, shares, obligations or other securities of each merged party into ~~rights to acquire~~ the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

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*(Attach additional sheet if necessary)*

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FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

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*(Attach additional sheet if necessary)*

SIXTH: Other provisions, if any, relating to the merger are as follows:

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*(Attach additional sheet if necessary)*

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AGREEMENT OF MERGER

OF

GREEN MHP, LLC  
(A KANSAS LIMITED LIABILITY COMPANY)

AND

GREEN MHP, LLC  
(A FLORIDA LIMITED LIABILITY COMPANY)

AGREEMENT OF MERGER entered into on December 25, 2006 by Green MHP, LLC, a Kansas limited liability company (the "Merging Entity"), and approved by resolution adopted by its sole Member and sole Manager, on said date, and Green MHP, LLC, a Florida limited liability company ("Survivor"), and approved by its sole Member and sole Manager on said date.

WHEREAS, the Merging Entity is a limited liability company and organized under the laws of the State of Kansas with its registered office therein located at 320 West Central, Suite A, Andover, Kansas 67002; and

WHEREAS, Survivor is a limited liability company organized under the laws of the State of Florida with its registered office therein located at HL Statutory Agent, Inc., 3301 Bonita Beach Road, #308, Bonita Springs, Lee County, Florida 34134; and

WHEREAS, the Limited Liability Company Act of the State of Kansas ("Kansas LLC Act") permits a merger of a Kansas limited liability company with and into a business entity of another jurisdiction; and

WHEREAS, the Limited Liability Company Act of the State of Florida ("Florida LLC Act") permits the merger of a limited liability company of another jurisdiction with and into a Florida limited liability company; and

WHEREAS, Merging Entity, and its sole Member and sole Manager and Survivor and its sole Member and sole Manager each declares it advisable and to the advantage, welfare, and best interests of said constituent entities and their respective members to merge the Merging Entity with and into Survivor pursuant to the provisions of the Kansas LLC Act and pursuant to the provisions of the Florida LLC Act upon the terms and subject to the conditions hereinafter set forth

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by the Merging Entity and approved by resolutions adopted by its sole Member and sole Manager, and being thereunto duly entered into by Survivor and approved by a resolution adopted by its sole Member and sole Manager, the Agreement of Merger and the terms and conditions thereof and the mode of



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calling the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter set forth in this Agreement.

1. Merging Entity and Survivor shall, pursuant to the provisions of the Kansas LLC Act, and the provisions of the Florida LLC Act, be merged with and into a single entity, to wit, Survivor, which shall be the surviving entity from and after the effective time of the merger, and which is sometimes hereinafter referred to as the "surviving limited liability company", and which shall continue to exist as said surviving limited liability company under its present name pursuant to the provisions of the Florida LLC Act. The separate existence of the Merging Entity, sometimes hereinafter referred to as the "terminating entity", shall cease at said effective time.

2. Attached hereto as Exhibit A and made a part hereof is a copy of the Articles of Organization of Survivor as the same shall be in full force and effect at the effective time in the State of Florida of the merger herein provided for; and said Articles of Organization shall continue to be the Articles of Organization of said surviving limited liability company until amended and changed pursuant to the provisions of the Florida LLC Act.

3. The limited liability company operating agreement of Survivor will be the limited liability company operating agreement of said surviving limited liability company and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the Florida LLC Act.

4. The manager in office of Survivor at the effective time of the merger shall be the manager of the surviving limited liability company who shall continue as manager until the election and qualification of his successors or until his tenure is otherwise terminated in accordance with the limited liability company agreement of the surviving limited liability company.

5. Each percentage interest of the Merging Entity shall, at the effective time of the merger, be converted into a percentage interest of Survivor. Any issued percentage interests of the surviving limited liability company shall not be converted or exchanged in any manner, but each said percentage interest which is issued as of the effective date of the merger shall continue to represent one issued percentage interest of the surviving limited liability company.

6. In the event that this Agreement of Merger shall have been fully approved and adopted upon behalf of Merging Entity in accordance with the provisions of the Kansas LLC Act and upon behalf of Survivor in accordance with the provisions of the Florida LLC Act, the said constituent entities agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Kansas and by the laws of the State of Florida, and that they will cause to be performed all necessary acts within the State of Kansas and the State of Florida and elsewhere to effectuate the merger herein provided for.

7. The Survivor hereby consents to be sued or served with process, notices, and demands in Kansas.

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8. The Member and the proper officers of Merging Entity and the Member and the proper officers of Survivor are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the merger herein provided for.

9. The effective time of this Agreement of Merger, and the time at which the merger herein agreed upon shall become effective shall be the time specified in the Certificate of Merger as filed with the Secretary of State of the State of Florida and the State of Kansas.

10. Notwithstanding the full approval and adoption of this Agreement of Merger, the said Agreement of Merger may be terminated at any time prior to the filing thereof with the Secretary of State of the State of Florida or at any time prior to the filing of any requisite merger documents with the Secretary of State of the State of Kansas.

11. Each of the constituent entities shall execute and deliver all such documents and other papers and take all such further actions as may be reasonably required or desirable in the judgment of their counsel to carry out the provisions of this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, this Agreement of Merger is hereby executed upon behalf of each of the constituent entities parties thereto.

GREEN MHP, LLC, A KANSAS LIMITED  
LIABILITY COMPANY

Date: December 28, 2006

By: Eric T. Knorr

Eric T. Knorr, Trustee,  
its Member

By: Eric T. Knorr

Eric T. Knorr  
its Manager

GREEN MHP, LLC, A FLORIDA LIMITED  
LIABILITY COMPANY

Date: December 28, 2006

By: Eric T. Knorr

Eric T. Knorr, Trustee,  
its Member

By: Eric T. Knorr

Eric T. Knorr  
its Manager

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