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SECRETARY OF STATE
DIVISION OF CORPORATION
08 AUG 25 PM 2:38

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: MKV Enterprises LLC, an Oregon Limited Liability Company
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Thaddeus G. Pauck

(Contact Person)

Brophy, Mills, Schmor, Gerking, Brophy and Paradis, LLP

(Firm/Company)

P.O. Box 128

(Address)

Medford, OR 97501

(City, State and Zip Code)

For further information concerning this matter, please call:

Thaddeus G. Pauck

(Name of Contact Person)

at (541) 772-7123

(Area Code and Daytime Telephone Number)

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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tpauck@brophymills.com

August 17, 2008

Registration Section
Division of Corporations
P.O. Box 6237
Tallahassee, FL 32314

RE: Filing of Certificate of Merger

Dear Sir or Madam:

Enclosed for filing are the following documents in connection with the merger of MKV Enterprises LLC, a Florida limited liability company (L07000047459), into MKV Enterprises LLC, an Oregon limited liability company:

- Cover letter;
- Certificate of Merger; and
- Plan of Merger (including attachments).

The effective date of the merger is September 1, 2008.

We are also enclosing a check in the amount of \$50.00 (\$25.00 for each LLC) to cover the filing fees. In the event there are any questions concerning this filing, please contact me at the phone number or address provided above and on the attached Cover Letter.

Very truly yours,

BROPHY, MILLS, SCHMOR
GERKING, BROPHY & PARADIS, LLP


Thaddeus G. Pauck

Enclosures

cc: Matt Votaw

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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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>
MKV Enterprises LLC	Florida	Limited Liability Company
MKV Enterprises LLC	Oregon	Limited Liability Company

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>
MKV Enterprises LLC	Oregon	Limited Liability Company

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.

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:

September 1, 2008

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:

345 Stanford

Medford, OR 97504

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 entitles 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: 201 W. Main Street

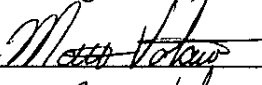
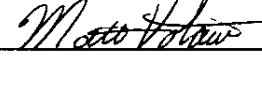
Medford, OR 97501

Mailing address: P.O. Box 128

Medford, OR 97501

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:
MKV Enterprises LLC, a Florida LLC		Matt Votaw
MKV Enterprises LLC, an Oregon LLC		Matt Votaw

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>
MKV Enterprises, LLC	Florida	Limited Liability Company

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>
MKV Enterprises LLC	Oregon	Limited Liability Company

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

See attached Plan of Merger

(Attach additional sheet if necessary)

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:

See attached Plan of Merger

(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:

See attached Plan of Merger

(Attach additional sheet if necessary)

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

None

(Attach additional sheet if necessary)

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

None

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

EFFECTIVE DATE: September 1, 2008.

PARTIES: MKV ENTERPRISES LLC,
a Florida Limited Liability Company

MKV ENTERPRISES LLC,
an Oregon Limited Liability Company

MKV Enterprises LLC, a Florida Limited Liability Company, is referred to in this Agreement as "MKV Florida". MKV Enterprises LLC, an Oregon Limited Liability Company, is referred to in this Agreement as "MKV Oregon" and the "Surviving Company". The parties are referred to jointly as the Constituent Companies in some sections of this Agreement.

RECITALS:

A. The Constituent Companies desire to effect a merger on the terms set forth in this Agreement, pursuant to the provisions of the Oregon Limited Liability Company Act and the Florida Limited Liability Company Act.

B. The Constituent Companies intend the merger to be a reorganization within the meaning of IRC §368(a)(1)(A).

AGREEMENT:

SECTION 1. MERGER OF CONSTITUENT COMPANIES

1.1 Merger. On the Effective Date, as defined in Section 1.3 of this Agreement, MKV Florida shall be merged with and into MKV Oregon, the separate existence of MKV Florida shall cease, and MKV Oregon shall survive as a limited liability company under the name MKV Enterprises LLC (the "Surviving Company"), organized under and governed by the laws of the state of Oregon. From that time, the Surviving Company, to the extent consistent with its articles of organization, as may be amended from time to time, shall possess all the rights, privileges, immunities, and franchises of each of the Constituent Companies; all property belonging to MKV Florida shall be transferred to and vested in the Surviving Company without further act or deed; the Surviving Company shall be responsible for all liabilities of each of the Constituent Companies; all in the manner and with the effect set forth in ORS 63.497.

1.2 Further Assurances. From time to time after the Effective Date, the members and managers of MKV Florida last in office shall execute and deliver such deeds and other instruments and shall cause to be taken such further actions as shall reasonably be necessary in order to vest or

perfect in the Surviving Company title to and possession of all the property, interests, assets, rights, immunities, and franchises of MKV Florida.

1.3 Effective Date. Upon the filing of articles of merger with the Oregon Secretary of State pursuant to ORS 63.494 and a certificate of merger with the Florida Department of State pursuant to Florida statute 608.4382, the merger of MKV Florida into MKV Oregon shall become effective as of 12:01 a.m. on September 1, 2008 ("the Effective Date").

SECTION 2. ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT; MANAGEMENT BY MEMBERS

On the Effective Date:

2.1 Articles of Organization. The Articles of Organization of MKV Oregon as in effect immediately prior to the Effective Date shall be the Articles of Organization of the Surviving Company until amended or repealed by the members of the Surviving Company.

2.2 Operating Agreement. The Operating Agreement of MKV Oregon as in effect immediately prior to the Effective Date shall be the Operating Agreement of the Surviving Company until amended or repealed by the members of the Surviving Company.

2.3 Management By Members. From and after the Effective Date, the members of the Surviving Company shall be responsible for the management of the Surviving Company, as provided by the Operating Agreement of the Surviving Company.

SECTION 3. MANNER & BASIS OF CONVERTING MEMBERSHIP UNITS

On the Effective Date, the 100% membership interest of MKV Florida owned by Matt Votaw shall be converted into 100 Membership Units of the Surviving Company, which shall constitute 100% of the issued and outstanding units of the Surviving Company.

SECTION 4. CONDITIONS

4.1 Conditions to Obligation of MKV Florida. The obligation of MKV Florida to effect the merger is subject to the satisfaction or waiver of each of the following conditions:

4.1.1 There shall not have been any material adverse change in the business or financial condition of MKV Oregon from the date hereof through the Effective Date.

4.1.2 This Agreement shall have been duly approved by the members of MKV Florida in accordance with the Oregon Limited Liability Company Act and the Florida Limited Liability Company Act.

4.1.3 This Agreement shall have been approved by the members of MKV Oregon entitled to vote thereon in accordance with the Oregon Limited Liability Company Act and the Florida Limited Liability Company Act.

4.2 Conditions to Obligation of MKV Oregon. The obligation of MKV Oregon to effect the merger is subject to the satisfaction or waiver of each of the following conditions:

4.2.1 There shall not have been any material adverse change in the business or financial condition of MKV Florida from the date hereof through the Effective Date.

4.2.2 This Agreement shall have been duly approved by the members of MKV Florida in accordance with the Oregon Limited Liability Company Act and the Florida Limited Liability Company Act.

4.2.3 This Agreement shall have been approved by the members of MKV Oregon entitled to vote thereon in accordance with the Oregon Limited Liability Company Act and the Florida Limited Liability Company Act.

SECTION 5. TERMINATION

5.1 Failure of Member Approval. This Agreement shall automatically terminate in the event it is brought to a vote and not adopted by the holders of a majority of the outstanding Membership Units of either MKV Florida or MKV Oregon entitled to vote thereon at a meeting called for such purpose in accordance with the Oregon Limited Liability Company Act or the Florida Limited Liability Company Act, as applicable.

5.2 Other Termination. This Agreement may be terminated and the merger abandoned at any time prior to the Effective Date, whether before or after submission to or approval by the members of either of the Constituent Companies:

5.2.1 By mutual agreement of the members of MKV Florida and MKV Oregon;

5.2.2 By the members of MKV Florida if any condition provided in Section 4.1 of this Agreement has not been satisfied or waived on or before the Effective Date; or

5.2.3 By the members of MKV Oregon if any condition provided in Section 4.2 of this Agreement has not been satisfied or waived on or before the Effective Date.

5.3 Effect of Termination. In the event of termination of this Agreement as provided in this Section 5, this Agreement shall become wholly void and of no effect.

SECTION 6. MISCELLANEOUS PROVISIONS

6.1 Amendment. This Agreement may be amended at any time prior to the Effective Date, whether before or after the meetings of the members of the respective Constituent Companies with approval of the respective members of the Constituent Companies, provided that no amendment shall change the conversion ratios set forth in Section 3 of this Agreement without the approval of the members of the Constituent Companies.


6.2 Expenses. Each party shall pay the expenses incurred by it in connection with the transactions contemplated hereby.

WHEREFORE, the parties have executed this Agreement effective as of the date first set forth above.

**MKV ENTERPRISES LLC,
a Florida Limited Liability Company**


By: Matt Votaw, Member

**MKV ENTERPRISES LLC,
an Oregon Limited Liability Company**


By: Matt Votaw, Member