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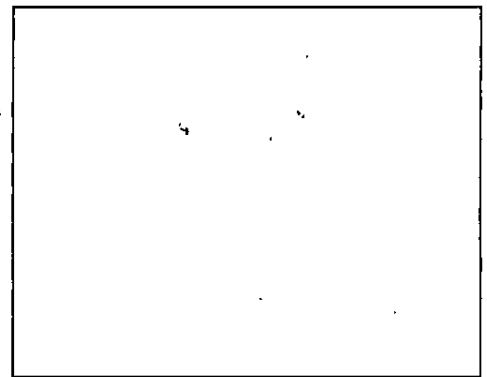
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ENTITY NAME:

1. SPECTRUM SCAN - SUSANVILLE, LLC

CK# 3145

AMOUNT \$50.00

PLEASE FILE THE ATTACHED MERGER & RETURN THE FOLLOWING:

☐ CERTIFIED COPY

XXX STAMPED COPY

☐ CERTIFICATE OF STATUS

FILED
08 FEB 25 AM 9:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Examiner's Initials

CERTIFICATE OF MERGER

OF

SPECTRUM SCAN – SUSANVILLE, LLC
(a Kentucky limited liability company)

WITH AND INTO

SPECTRUM SCAN – SUSANVILLE, LLC
(a Florida limited liability company)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 608.4382 of the Florida Statutes, the undersigned entities hereby adopt the following Certificate of Merger for the purpose of merging Spectrum Scan – Susanville, LLC, a Kentucky limited liability company ("Kentucky Company"), with and into Spectrum Scan – Susanville, LLC, a Florida limited liability company ("Florida Company"), which shall be the surviving entity in the Merger.

FIRST: The Agreement and Plan of Merger ("Plan of Merger") is attached hereto as Exhibit A and is hereby incorporated by reference herein as a part of this Certificate of Merger.

SECOND: The Plan of Merger was approved by the Florida Company in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

THIRD: The Plan of Merger was approved by the Kentucky Company in accordance with the applicable laws of the Commonwealth of Kentucky.

Dated: February 25, 2008.

SPECTRUM SCAN – SUSANVILLE, LLC

By: Rodney Burbridge

Member

("Kentucky Company")

SPECTRUM SCAN – SUSANVILLE, LLC

By: Spectrum Management, Inc., Manager

By: Rodney Burbridge

Rodney Burbridge, President

("Florida Company")

This Instrument was prepared by:



Ross D. Cohen, Esq.
Greenebaum Doll & McDonald PLLC
3500 National City Tower
101 South Fifth Street
Louisville, Kentucky 40202-3197
502/589-3579

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into as of the ____ day of February, 2008, by and between (i) SPECTRUM SCAN – SUSANVILLE, LLC, a Kentucky limited liability company ("Kentucky Company"), and (ii) SPECTRUM SCAN – SUSANVILLE, LLC, a Florida limited liability company ("Florida Company").

1. MERGER.

1.1 Merger of the Kentucky Company With and Into the Florida Company. Subject to the terms and conditions of this Agreement, the Kentucky Company shall be merged with and into the Florida Company ("Merger"), effective as of the later of (i) the filing of Articles of Merger with the Secretary of State of the Commonwealth of Kentucky, or (ii) the filing of a Certificate of Merger with the Florida Department of State ("Effective Time"). The separate existence of the Kentucky Company as a limited liability company shall thereupon cease; the Florida Company shall be the surviving entity and the separate existence of the Florida Company as a limited liability company, 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 Commonwealth of Kentucky and the State of Florida.

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

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

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

1.3. Additional Actions. If, at any time after the Effective Time, the Florida Company 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 Florida Company its right, title or interest in, to or under any of the rights, properties or assets of the Kentucky Company acquired or to be acquired by the Florida Company as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, the Kentucky Company and the members of the Kentucky Company shall be deemed to have granted to the Florida Company an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest,

EXHIBIT A

perfect or confirm title to and possession of such rights, properties or assets in the Florida Company and (c) otherwise carry out the purposes of this Agreement. The Manager of the Florida Company is fully authorized in the name of the Kentucky Company or otherwise to take any and all such actions.

2. **CONVERSION OF COMPANY INTEREST.** At the Effective Time, each interest in the Kentucky Company held by a Member of the Kentucky Company immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into an equivalent interest as a Member of the Florida Company.

3. **CONDITION TO MERGER.** It shall be a condition to the consummation of the Merger that both the Kentucky Company and the Florida Company have determined that all consents which they require to be obtained from third parties shall have been obtained.

4. **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.

SPECTRUM SCAN – SUSANVILLE, LLC

By: _____
Title: _____
("Kentucky Company")

SPECTRUM SCAN – SUSANVILLE, LLC

By: Spectrum Management, Inc., Manager

By: _____
Rodney Burbridge, President
("Florida Company")